

ORDINANCE NO. 2009- 07

AN ORDINANCE OF SUMTER COUNTY, FLORIDA; ADOPTING THE INTERLOCAL SERVICE BOUNDARY AND JOINT PLANNING AGREEMENT BETWEEN THE CITY OF WILDWOOD AND SUMTER COUNTY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County possesses Home Rule powers pursuant to Article VIII, Section 1(g), Florida Constitution and Section 125.01, Florida Statutes: and,

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements on matters such as annexation and joint planning; and,

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use and public facilities and services, and,

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and mechanisms for identifying and implementing joint planning areas; and,

WHEREAS, the Florida State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and utility resources, fiscal abilities and service capacities to accommodate growth in an environmentally acceptable manner; and,

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and,

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and provider for such lands, and ensure protection of natural resources; and,

WHEREAS, the extension of the City and County facilities and services are most efficiently provided if the process of long range

planning, annexation, and development review processes for the City and County is clearly identified in advance of County capital planning, commitment, and expenditure; and,

WHEREAS, the City Commission and County Commission, after due consideration and deliberation, including joint meetings for the purpose of considering the agreement adopted by this Ordinance, have determined that the lands included in the Municipal Service Area (MSA) described herein will be necessary to reasonably accommodate urban growth projected in the City, and the City is able to provide the appropriate supporting urban infrastructure during the term of this Agreement; and,

WHEREAS, the Agreement adopted pursuant to this ordinance is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters, 125, 163, 166 and 171, Florida Statutes (2008); and,

WHEREAS, the City and Sumter County have found a necessity for a Joint Planning Agreement between the City and the County, a fully executed copy of the agreement is attached hereto and made a part of this ordinance, to be codified in full.

NOW THEREFORE, be it ordained by the Board of County Commissioners of Sumter County as follows:

SECTION 1. AGREEMENT The Interlocal Service Boundary and Joint Planning Agreement between the City of Wildwood and Sumter County, attached hereto, is hereby adopted and incorporated herein, to be codified as a provision of the Sumter County Code, along with the terms of this Ordinance.

SECTION 2. CONFLICT: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY: If any section, subsection, sentence, clause, phrase of this ordinance, or any particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 4. EFFECTIVE DATE This ordinance shall take effect upon final approval by the City Commission of the City of Wildwood and the final approval by the Sumter County Commission of an ordinance adopting the attached Joint Planning Agreement, whichever date is later.

DONE AND ORDAINED this 14 day of April 2009.

by the Board of Sumter County Commissioners, Sumter County,
Florida.

GLORIA HAYWARD
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA



ATTEST: Connie Webb
Connie Webb, Deputy Clerk

Garry Breeden
Garry Breeden, Chairman

Approved as to form:

David M. McFie
Hogan Law Firm, County Attorney

Interlocal Service Boundary and Joint Planning Agreement

City of Wildwood and Sumter County

April 14, 2009

**Prepared by: Sumter County Planning Department
Revised by County Attorney/City Attorney**

April 14, 2009
Interlocal Service Boundary and Joint Planning Agreement
City of Wildwood and Sumter County

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**MASTER INTERLOCAL SERVICE BOUNDARY
AND JOINT PLANNING AGREEMENT
BETWEEN THE CITY OF WILDWOOD AND SUMTER COUNTY**

This Master Interlocal Service Boundary and Joint Planning Agreement (the "Agreement") is made and entered into this 14th day of April, 2009, by and between the City of Wildwood ("City"), and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses Home Rule powers pursuant to Article VIII, Section 1(g), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as annexation and joint planning; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, fiscal abilities and service capacities to accommodate growth in an environmentally acceptable manner; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and provider for such lands, and ensure protection of natural resources; and

WHEREAS, the extension of the City and County facilities and services are most efficiently provided if the process and timing of long range planning, annexation, and development review processes for the City and County are clearly identified and part of a

coordinated countywide planning in advance of the City and County capital planning, commitment, and expenditure; and

WHEREAS, the agreement of the County to waive its rights to contest future annexations within a defined geographic area, pursuant to the conditions provided herein, and refrain from proposing or promoting any Charter form of governance, pursuant to Chapter 125.60, Florida Statutes, that negates the terms and conditions of this Agreement are a material inducement to the City to enter into this Agreement; and

WHEREAS, the agreement of the City to undertake annexation, joint planning efforts, and coordination of public services and infrastructure in a manner that is part of a countywide planning effort are a material inducement to the County to enter into this Agreement; and

WHEREAS, the City Commission and County Commission, after due consideration and deliberation, has determined that the lands included in the Municipal Service Area (MSA) described herein may be necessary to reasonably accommodate urban growth projected in the City, and the City is able to provide the appropriate supporting urban infrastructure during the term of this Agreement; and

WHEREAS, the City and the County find that the benefits of intergovernmental communications and coordination will accrue to both Parties; and

WHEREAS, the elected officials of the City and the County have met and negotiated in good faith to resolve issues relating to annexation and joint planning and coordinated provision of public services and infrastructure and wish to memorialize their understanding in this Agreement; and

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters, 125, 163, 166 and 171, Florida Statutes (2008).

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. Incorporation of Preamble. The Preamble above is true and correct and incorporated into this Agreement as if fully set forth herein.
2. Incorporation of Sub-Agreements. The following sub-agreements, attached hereto, are fully incorporated as if fully set forth herein and address the issues within the City's initiating resolution and the County's responding resolution:
 - a. Planning Services
 - b. Water and Sewer Services
 - c. Roads
 - d. Building Services
 - e. Parks and Recreation Services
 - f. Fire Services

- g. Library Services
- h. Workforce Housing Services
- i. Solid Waste Services
- j. Stormwater Services
- k. Geographic Information Systems
- l. Law Enforcement
- m. Mosquito Control
- n. Animal Control

3. Uniformity of Master and Sub-Agreements. The County is negotiating similar Agreements and Sub-Agreements with other cities in the county. The County shall assure, to the greatest extent feasible, that benefits and responsibilities within the Agreements and Sub-Agreements related to consolidated, county managed local government services which were formerly managed by the cities prior to execution of the agreements shall be equal between each city. If the County grants a greater benefit to any other city, the City shall be given an opportunity to obtain an equivalent benefit. The County shall not deny the City such equivalent benefit unless it would be unreasonable to grant said benefit.
4. Term of Agreement. This Agreement and all attached subagreements shall take effect upon final adoption of the ordinances adopting this agreement enacted by the County and the City. The effective date shall be the date of final adoption by the City or County, whichever is later. The initial term of the Agreement and all subagreements shall be twenty(20) years from the effective date of the Agreement.
5. Renewal of Agreement. Pursuant to Chapter 171.203(12), Florida Statutes, the City and County shall initiate negotiations for the renewal and extension of this Agreement beyond the 20 year term no later than 18 months prior to the termination of the 20 year term.
6. Termination of Agreement.
 - a. Except as otherwise provided herein, the County or City may terminate this Agreement at anytime upon delivery of a notice of termination to the other Party at least 180 days prior to the proposed date of termination. A Party delivering such a notice of termination as aforesaid may, in such Party's sole discretion, revoke such notice of termination at any time prior to the termination date.
 - b. In spite of the parties' ability to terminate this agreement at any time without cause with 180 days notice, neither the County nor the City may terminate this Master Agreement and the Planning Services subagreement until after the City and County have amended their comprehensive plans as required in the Planning Services subagreement, the Department of Community Affairs has approved the respective amendments of the County and the City and the amendments are final. After these events have occurred, either the County or City may exercise their termination rights as indicated in subsection 6.a., if they wish to do so.

c. Neither the City nor the County may terminate this Master Agreement and the Park Services subagreement until any title issues as defined by the Park Services subagreement related to the Lake Deaton Park, Oxford Community Center, and the Oxford Park are resolved and the title to these parks have been transferred to the City. After these events have occurred, either the County or the City may exercise their termination rights as indicated in subsection 6.a., if they wish to do so.

d. Either the City or the County may terminate the subagreements other than the Park Services and Planning subagreements as provided herein even if the Park Services and/or Planning Services and Master Agreement remain in effect.

7. Dispute Resolution. The County and City agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

- a. Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.
- b. Within ten (10) days of the abatement order, the allegedly aggrieved party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.
- c. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph a, above, the Parties shall conduct mediation in the presence of a neutral third party mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Sumter County, Florida. The mediation contemplated by this Section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives.

- d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.
 - e. The Parties agree that this dispute resolution procedure satisfies the requirements of Chapter 164, Florida Statutes.
8. Duplication of Services. The Parties hereto agree that if any Party undertakes any action which will result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Agreement, that Party shall notify the other Parties to this Agreement, in accordance with Florida law. Further, the transfers of any lands, transportation facilities (including roadways), parks, or any other public facilities under the terms of this Agreement shall not be reversed if this Agreement is terminated, except through a separate writing approved by both parties.
9. Noticing. All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement will be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices will be delivered or mailed to the addresses set forth below or as either Party may otherwise designate in writing.

If to the County:

Sumter County
Attn: County Administrator
910 N. Main Street
Bushnell, FL 33513

If to the City:

City of Wildwood
Attn: City Manager
100 N. Main Street
Wildwood, FL 34785

Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

10. Sole Benefit. This Agreement is solely for the benefit of the County and City, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.

11. Authority. The County and City each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement,. The County and City hereby represents, warrants and covenants this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.
12. Enforcement. This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance.
13. Defense. If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby covenanting with the other Party not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.
14. Periodic Review. Each month, during the term of this Agreement, the City Manager or City's designee and County Administrator shall meet to discuss and resolve any issues or concerns related to this Agreement.
15. Amendments. Amendments may be proffered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing boards of each Party or shall be considered not adopted.
16. Supremacy. The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement wherever such terms are more stringent than those subsequently enacted by the Legislature. Should the terms of this Agreement conflict with previous agreements between the Parties, the terms of this Agreement shall control.
17. Entire Understanding. Except as otherwise set forth herein, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.
18. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall only be in the Circuit Court in and for Sumter County, Florida. Federal Jurisdiction and venue, if applicable shall only be in the Middle District of Florida, Tampa Division. If circumstances arise which cause a conflict between this paragraph and paragraph 7 ("Dispute Resolution") paragraph 7 shall control.

19. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provision hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
20. Compliance with Chapter 171, Part II, Florida Statutes. The Parties agree that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes,
21. Amendment of Intergovernmental Coordination Element of Comprehensive Plans. Consistent with Section 171.203(9), Florida Statutes, the Parties, within three (3) months of the effective date of this Agreement, shall amend their respective Intergovernmental Coordination Elements of their adopted Comprehensive Plans to establish consistency and compliance with this Agreement and the subagreements.
22. Future Charter Governance. The Parties agree that in the event the County pursues implementation of a Charter form of governance, pursuant to Section 125.60, Florida Statutes, that requires a joint planning agreement or similar agreement as a condition for future annexations or to otherwise provide restrictions or conditions on planning, design or regulatory functions and prerogatives currently within the authority of municipalities located in the County, that this Agreement shall constitute full compliance with such a requirement. The County agrees to provide the City with notice and an opportunity to provide Charter language sufficient to accomplish this purpose. During the term of this Agreement, the County shall not propose or adopt any Charter that negates the terms and conditions of this Agreement.
23. Adoption by County. As required by Section 171.203(14), Florida Statutes (2008), meetings of the County after final execution of this agreement and all subagreements by all parties, the County shall adopt this agreement by ordinance pursuant to Section 125.66, Florida Statutes at or before the next regular meeting.
24. Adoption by City. As required by Section 171.203(14), Florida Statutes, at or before the next regular meeting of the City after final execution of this agreement and all its subagreements by all parties, the City shall adopt this agreement by ordinance pursuant to Section 166.041, Florida Statutes.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the ordinance by which each party approved and adopted this Agreement.



ATTEST:

Victoria Hayward, Clerk of the Court
Victoria Hayward, Clerk of the Court

ATTEST:

Joseph Jacobs, Clerk
Joseph Jacobs, Clerk

By: Marena D. Roberts, Assistant City Clerk

BOARD OF COUNTY COMMISSIONERS,
SUMTER COUNTY, FLORIDA

Garry Breedon, Chairman
Garry Breedon, Chairman

CITY OF WILDWOOD

Ed Wolf, Mayor
Ed Wolf, Mayor

Planning Services Service Delivery Sub-Agreement

This Planning Services Delivery Sub-Agreement is made and entered into this 14th day of April, 2009, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and,

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and,

WHEREAS, The County and City each provide planning, zoning, and development review services within their respective jurisdictions. This independent approach to planning, zoning, and development review services often leads to inefficient and uncoordinated development. Currently, coordination of planning, zoning, and development review issues occur in an informal manner; and,

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as joint planning; and,

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and,

WHEREAS, Section 171.203(6), Florida Statutes (2008), allows an interlocal service boundary agreement to establish a process for land use decisions consistent with part II of Chapter 163, including those which may allow a municipality to adopt land use changes consistent with part II of Chapter 163 for areas that are scheduled to be annexed within the term of the interlocal agreement; and,

WHEREAS, Section 171.203, Florida Statutes (2008), provides that each local government that is a party to the interlocal service boundary agreement shall amend the intergovernmental coordination element of its comprehensive plan no later than six (6) months following entry of the interlocal service boundary agreement; and,

WHEREAS, Section 171.203, Florida Statutes (2008), provides that a municipality that is a party to an interlocal service boundary agreement that identifies an unincorporated area for

municipal annexation must adopt a municipal service area as an amendment to its comprehensive plan to address possible future annexations; and,

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and City include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and,

WHEREAS, Section 163.3171 Florida Statutes (2008), provides for joint planning agreements for the joint exercise of the planning authority of the County and the City within incorporated and unincorporated areas; and,

WHEREAS, Section 171.204, Florida Statutes (2008), allows a municipality to pursue annexation of land which is not contiguous to the municipality, creates an enclave or is not reasonably compact when a county and municipality enter into a joint planning agreement under Section 163.3171; and,

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, fiscal abilities and service capacity to accommodate growth in an environmentally acceptable manner; and,

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and,

WHEREAS, the City and the County wish to identify lands that are logical candidates for urbanized development, the appropriate land uses and infrastructure needs and provider for such lands, ensure protection of natural resources, and to establish coordinated countywide planning efforts; and,

WHEREAS, the extension of the City and County facilities and services are most efficiently provided if the process and timing of long range planning and development review processes for the City and County are clearly identified and part of a unified countywide planning organization in advance of the City and County capital planning, commitment, and expenditure; and,

WHEREAS, the City of Wildwood is currently in the process of a major amendment to its comprehensive plan which includes major changes to its future land use maps which may affect the future land uses to be included in the joint planning agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree to enter into this joint planning agreement pursuant to Sections 163.3171 and 171.204, Florida Statutes, and that a coordinated approach to planning, zoning, and development review will result in development patterns that protect and promote the health and welfare of all of the citizens of Sumter County. Therefore, the County and City agree as follows:

1. Planning Service Delivery.

- a. The City shall serve as the single point of service for planning, zoning, and development review issues including, but not limited to preparation and adoption of comprehensive plan amendments, amending land development regulations and issuing development orders, within the incorporated boundaries of the municipality; and
- b. The County shall serve as the single point of service for planning, zoning, and development review issues including, but not limited to, preparation and adoption of comprehensive plan amendments, amending land development regulations and issuing development orders, within the unincorporated areas and within other cities that agree to consolidate.

2. Municipal Service Area.

- a. The Municipal Service Area (MSA) is defined as the area outside of the City's boundary that constitutes a logical area for urbanized development and serves as the Joint Planning Area (JPA), as more specifically defined in Sections 171.202(11) and 163.3171, Florida Statutes (2008).
- b. At the time of execution of this agreement, the current boundary of the MSA is reflected on Map "1" attached hereto and incorporated herein.
- c. The City shall demonstrate that public services are readily available or planned to be provided within a reasonable timeframe within the current boundaries of the MSA.
- d. Before any amendments to increase the size of the MSA, the City shall demonstrate that public services are readily available or plan to be provided within a reasonable timeframe for the proposed area.
- e. Consistent with Section 171.203(11) and Section 163.3171, Florida Statutes (2008), the County and City shall, prior to implementation of any of the benefits for annexations provided for within Section 171, Part II, Florida Statutes, and implementation of the Joint Planning Area and its benefits provided for within Chapter 163, Part II, Florida Statutes, within the MSA boundary as identified on Map "1" attached hereto and incorporated herein, seek amendment of their respective comprehensive plans as follows, subject to the statutory review authority of the Florida Department of Community Affairs:
 - i. Within 3 months after finalization (including final approval by the Department of Community Affairs) of the City's 2009 Comprehensive Plan Amendment currently pending before the Department of Community Affairs, Case Number (City of Wildwood 09-1), the City and the County shall amend their respective comprehensive plans:

A. To incorporate the boundaries of the MSA and Joint Planning Area (JPA) as reflected in the attached Map "1" and the anticipated future land uses of the MSA/JPA as reflected in the attached Map "2" into the Future Land Use Maps of their respective Comprehensive Plans. These amendments will be transmitted to the Department of Community Affairs within 12 months of the date of execution of this agreement; and,

B. Amend the intergovernmental coordination element of the City and County Comprehensive Plans as described in Section 163.3177(6)(h)1., Florida Statutes (2008) as follows:

I. To allow for annexations of any areas within the MSA that would not otherwise be possible under Chapter 171, Florida Statutes, because they would create pockets, create enclaves, or would be noncontiguous and to require procedures for such annexations be implemented in the City and County Land Development Regulations, subject to the approval of the Department of Community Affairs of the required amendments to the City and County's Future Land Use Maps, which will be transmitted to the Department of Community Affairs within 12 months of the execution of this agreement.;

II. To require that the City and County implement a process for land use decisions within the MSA consistent with this agreement and Part II of Section 163; and,

III. To require that the City and County implement the procedures consistent with this agreement for preparing and adopting comprehensive plan amendments, administering land development regulations and issuing development orders within the MSA.

ii. The County and City shall also adopt this agreement into their comprehensive plans after finalization of the current City comprehensive plan if it is determined by the City and/or the Department of Community Affairs that it is necessary to do so to allow the City to annex within the MSA in situations where the proposed annexation is not contiguous to the City, creates an enclave or creates a pocket.

iii. Within 3 months of the effective date of this agreement, the City and County shall amend their respective intergovernmental coordination agreements to provide that they will work together and abide by an interlocal service boundary and joint planning agreement.

- f. The City and County further agree that if approval of the Comprehensive Plan amendments by the Florida Department of Community Affairs exceeds any applicable time frames required by this Agreement or Statute for such approval, that this Agreement will remain in full force and effect and the Parties will continue to work together to seek approval of the required amendments and neither party shall have the right to terminate it as indicated in paragraph 6.a., of

the Master Agreement at least until the objectives provided for in this subagreement have been met and the City and County have amended the intergovernmental coordination elements of their respective comprehensive plans so that the requirements of this subagreement have been adopted into their respective comprehensive plans and their future land use maps have been amended to include boundaries of the MSA as it appears on Map "1" and the anticipated future land uses as reflected on Map "2"; their respective comprehensive plan amendments have been approved by the Department of Community Affairs; and the comprehensive plan amendments have been finalized. Nothing herein shall be deemed to indicate that the parties should terminate this agreement after these objectives have been met, but neither party may terminate this agreement as provided for in the Master Agreement in paragraph 6.a., until these objectives have been met.

3. Termination of this Agreement. This Agreement may not be terminated pursuant paragraph 6 of the Master Interlocal Service Boundary and Joint Planning Agreement until the following has occurred:

- a. The City and County comprehensive plans adopting the MSA as depicted in Maps "1" and "2" have been approved by the Department of Community Affairs;
- b. The other Comprehensive Plan Amendments required by this planning agreement have been approved by the Department of Community Affairs; and,
- c. All of the comprehensive plan amendments required by this Agreement have been finalized.

4. Global Changes to MSA Boundary. A "Global Change" shall be understood herein to mean any change to the MSA boundary as it is defined upon the effective date of this Agreement. Amendments to the MSA boundary shall be by amendment to the Comprehensive Plans of the County and City, and shall, not be effective unless jointly approved by both the County and City or determined through dispute resolution.

5. Future Land Use Pattern. The City and County agree to the generalized future land use pattern for the MSA shown on Map 2. The City and County shall amend their respective Comprehensive Plan's future land use maps to reflect the agreed future land use pattern. The Parties will cooperate with each other in the Comprehensive Plan amendment process. If the Florida Department of Community Affairs fails to approve the amendments, this Agreement will remain in full force and effect and the Parties will continue to work together to determine the proper future land uses and obtain approval by the Florida Department of Community Affairs or the Department of Community Affairs's successor entity.

6. Annexation within the MSA.

a. Following approval from the Department of Community Affairs of the required comprehensive plan amendments to implement the MSA/JPA within the City's and County's Future Land Use Maps, the City may annex any property within the MSA including property that is not contiguous, that creates enclaves, or that creates pockets, if the property proposed for annexation meets the following criteria:

i. It is consistent with the prerequisites to annexation and consent requirements for annexation in Section 171.204 and Section 171.205, Florida Statutes;

ii. Utilities are available or scheduled to be provided to the property within five (5) years;

iii. A road directly impacted by the annexation, meaning such road directly abuts the property or otherwise provides significant service to the property, meets concurrency or concurrency deficiencies are mitigated through a binding agreement;

iv. All other municipal services are available to the site; and,

v. City has adopted the MSA as part of its Comprehensive Plan, as required by Section 171.203(11), Florida Statutes.

b. Property within the MSA that is contiguous to the City, does not create enclaves and does not create pockets may be annexed into the City without meeting the criteria of subsection 6a as long as the requirements of Part I of Chapter 171, Florida Statutes, have been met.

c. If property within the MSA abuts a segment of a roadway, then at the time of its annexation, the road right of way (including the road and adjacent right of way) of the entire road segment shall be deemed to be annexed simultaneously into the City if the annexation of the property (not including the roads) will result in 51% or more of the road segment as defined in the Roads subagreement to be annexed into the City.

7. Minor Amendments to MSA Boundary. Following approval by the Department of Community Affairs of the comprehensive plan amendments to implement the MSA/JPA within the City's and County's Future Land Use Maps, the MSA may be expanded to include a parcel or parcels of property for annexation following joint approval by the City and County. Approval shall not be unreasonably withheld if the property meets the criteria for annexation within the MSA and there is no increase in density or intensity of development. If there is an impasse, the City and County will resolve through the dispute resolution process. The expanded MSA shall not take effect until the City's and County's Future Land Use Maps are amended and approved by the Department of Community Affairs to reflect the expanded boundary

8. Annexation of Properties Partially in the MSA.

Following approval by the Department of Community Affairs of the comprehensive plan amendments to implement the MSA/JPA within the City's and County's Future Land Use Maps :

a. If at least 50% of the area of the property proposed to be annexed is within the MSA, then the property shall be treated as if it were all within the MSA for purposes of this Agreement;

b. If less than 50% of the area of the property proposed to be annexed is within the MSA, then it shall be treated as outside the MSA for purposes of this Agreement;

c. The above provisions shall not be construed so that a property owner could not choose to annex a portion of a property inside the MSA;

9. Review of Applications Received by County. To assure concurrency and coordination of plans for City and County development:

a. County staff shall, within five (5) working days of receipt of development or land use related applications, inform City staff of all applications which may affect development within the MSA. The "development or land use related applications" or "applications", as described above, for purposes of this Agreement shall include amendments to the future land use map and amendments to the text of the comprehensive plan, rezonings, planned unit developments, commercial site plans and subdivisions of land which would create five (5) or more lots;

b. City staff will receive copies of the development or land use related applications, staff reports and minutes or records approving any such change or amendment, including notice of final approval of same;

c. The County will include the City as part of the County's Development Review Committee (DRC) for projects within the MSA and will afford an opportunity to the City to participate as an advisory non-voting member at the DRC meetings;

d. The City will provide the County its comments on proposed development and land use related applications at least one (1) business day before the DRC meeting or within ten (10) working days of receipt of a copy of applications for rezonings and comprehensive plan amendments; and

e. These comments will be presented to the County's Zoning and Adjustment Board and Board of County Commissioners by County staff.

10. Review of Development and Land Use Related Applications Received by City. To assure concurrency and coordination of plans for City and County development:

a. City staff shall, within five (5) working days of receipt, inform County staff of all applications which may affect development within municipal boundaries (annexed areas) of the MSA ;

b. County staff will receive copies of the applications, staff reports and minutes or records approving any such change or amendment, including notice of final approval of same;

c. The City will include the County as part of the City's staff review process for projects within the municipal boundaries of the MSA and will afford an opportunity

to the County to participate as an advisory non-voting member at the staff review meetings;

d. The County will provide the City its comments on proposed development applications at least one (1) business day before the staff review meeting or within ten (10) working days of receipt of a copy of applications for rezonings and comprehensive plan amendments; and

e. These comments will be presented to the City's respective Planning Board and City Commission by City staff.

11. Commercial Design Standards. Within the MSA, the County will adhere to the City's Commercial Design Standards along the following roadways: US 301, C-466, SR 44 and any other road which is designated as regionally significant or emerging regionally significant as defined in the Roads Service Delivery Subagreement. The City shall provide design standard review at no charge to the County.

End of Planning Service Sub-Agreement

Water and Sewer Services Delivery Sub-Agreement

This Water and Sewer Services Delivery Sub-Agreement is made and entered into this 14th day of April, 2009, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County does not provide any water or sewer services and does intend to provide these services except for specific situations described within this Agreement, and the City provides water and sewer services within the city and in surrounding unincorporated areas; and

WHEREAS, the County and City recognize the most efficient approach to provide water and sewer services is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as water and sewer services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as water and sewer services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to water and sewer services results in a more efficient and effective method of service and promotes the health and welfare for all of the citizens of Sumter County. Therefore, the County and City agree a need exists to implement said service delivery arrangements in the following manner:

1. Municipal Service Area (MSA) and Utility Service Area (USA).

- a. The Municipal Service Area (MSA) is the area designated and defined within the Planning Services Sub-Agreement.
- b. The Utility Service Area (USA) is the area within which the City provides water,

wastewater, and reclaimed water services, consistent with Chapter 180, Florida Statutes.

- c. The County will facilitate discussion with each city in Sumter County to create a USA for each city. The USA will be established pursuant to and comply with the requirements of Chapter 180, Florida Statutes.
- d. The City's USA shall include all areas in the USA it has currently approved and established through Chapter 180, Florida Statutes, and any area approved by the County and City pursuant to this Agreement.
- e. The City's USA is reflected on the attached Map "3".

2. Right of First Refusal.

- a. The County shall require new development within the USA, which requires central water and/or sewer services, to connect, if available, to the City's water and/or sewer system.
- b. Within its respective USA, each city has first right of refusal to provide water, wastewater, and reclaimed water services to a project.
- c. If the city in whose USA the project is located cannot serve that project, the adjacent USA nearest to the project has the first right of refusal.
- d. If no city can serve the project, the developer may construct a system approved by the city in whose USA they are located; and if agreed upon by the city and developer, turn the system over to that city.

3. Portion of Property in USA.

- a. If at least 50% of the area of a property or combined contiguous properties under the same ownership or control, is within the USA, then the property shall be treated as if it were all within the USA for purposes of this Agreement.
- b. If less than 50% of the area of a property or combined contiguous properties under the same ownership is within the USA, then it shall be treated as outside of the USA for purposes of this Agreement.

4. Abstention from County Public Water/Wastewater System The County shall abstain from the development and operation of public water and sewer services within the USA except in the following circumstances:

- a. Failure of a private or municipal public water and/or sewer provider or the failure of a homeowner's association to provide for the service to its customers;
- b. - Failure of or obsolete private wells or septic tanks in an area that would result in a

significant negative impact to public health or environmental resources; and

- c. The City shall have the right of first refusal to provide the services to the failed water and/or sewer system or areas with failed or obsolete private wells or septic tanks.

5. Fire Hydrants.

- a. The City shall install fire hydrants when constructing new water lines of six (6) inches or more in diameter; and
- b. The fire hydrants shall be spaced in a manner that will reasonably achieve the goals of the County and City. The City shall space the fire hydrants no further than 1,200 feet apart.
- c. The City shall obtain, purchase or otherwise construct or require to be purchased or constructed all fire hydrants within the boundaries of the City or the boundaries of the USA, as well as any hydrant that is pressurized by water provided by City utilities. Sumter County Fire Rescue will perform its own fire flow tests and perform minor hydrant maintenance, limited to oiling, greasing, and painting. Sumter County Fire Rescue will provide proper street marking for the hydrants. The City water department will perform major repairs of the hydrants. The City shall be responsible for any maintenance of hydrants not categorized as "minor" herein.

End of Water and Sewer Service Sub-Agreement

Roads

Service Delivery Sub-Agreement

This Roads Services Delivery Sub-Agreement is made and entered into this 14th day of April, 2009, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides for road construction and maintenance on all roads accepted into its system within unincorporated areas. The County also provides for the construction and maintenance of roads designated as "C" and "CR" roads regardless of its location within the unincorporated areas or within the City; and

WHEREAS, the City provides for road construction and maintenance on roads within its jurisdiction except for those within the County or State of Florida road systems; and

WHEREAS, the City's annexations have or have the potential to significantly increase impacts to County and City roads; and

WHEREAS, the County and City acknowledge that the County's and City's road systems improvements and maintenance can not be adequately funded with the existing funding sources (i.e. gas taxes, impact fees, grants, etc.); and

WHEREAS, the County and City acknowledge increased coordination in road system planning, construction, and maintenance will result in more efficient expenditure of funds and provide enhanced maintenance or capacity level of service for roads within the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as roads; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to road services will result in better and more efficiently maintained

roads for all of the citizens of Sumter County and a need exists to change said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. Sumter County shall retain all roads currently designated as "Regionally Significant" by the Lake-Sumter Metropolitan Planning Organization (LSMPO) within the Municipal Service Area (MSA) as indicated on Map "4" attached hereto;
- b. Roads designated as "emerging Regionally Significant" by the LSMPO as indicated on the attached Map "4" will be maintained by the County for up to three (3) years after the City annexes 51% of the linear footage of the road in order to allow time for full consideration of the road to transition its classification to a "Regionally Significant" road. If the road is not classified as "Regionally Significant" after this three (3) year period, then the road shall be transferred to the jurisdiction and maintenance responsibility of the City. However, if at any time prior to or after the three (3) year period the road becomes classified as "Regionally Significant" by the LSMPO the County shall maintain, if prior to the three (3) year period, or be transferred, if after the (3) year period, jurisdiction and maintenance responsibility for the road;
 - i. If prior to expiration for the three (3) year period the County shall maintain; or,
 - ii. If after the three (3) year period, jurisdiction and maintenance responsibility for the road shall be transferred;
- c. Roads designated in the future as "emerging Regionally Significant" by the LSMPO will be maintained by the County for up to three (3) years after the City annexes 51% of the linear footage of the road in order to allow time for full consideration of the road to transition its classification to a "Regionally Significant" road. If the road is not classified as "Regionally Significant" after this three (3) year period, then the road shall be transferred to the jurisdiction and maintenance responsibility of the City. However, if at any time prior to or after the three (3) year period the road becomes classified as "Regionally Significant" by the LSMPO the County shall maintain, if prior to the three (3) year period, or be transferred, if after the (3) year period, jurisdiction and maintenance responsibility for the road;
- d. Roads designated "Regionally Significant" shall become the permanent responsibility of the County under the procedures described herein.
- e. Road segment for purposes of this agreement shall mean the portion of a non-regionally significant road between two major intersecting roads. Major intersecting roads shall be those roads as identified on Map "4" and any other road which is not now designated
- f. On October 1 2009, all road segments of all non-"Regionally Significant" County roads within the existing City boundary shall become roads under the City's

jurisdiction, ownership and maintenance responsibility. If at least fifty-one percent (51%) of the linear footage of the on both sides of the road segment of a County non-regionally significant road is within the existing City boundary then the entire road segment shall be considered within the City;

- g. All non-“Regionally Significant” County roads within the MSA shall become roads under the City’s jurisdiction, ownership and maintenance responsibility by segment upon annexation of at least fifty-one percent (51%) of the linear footage on both sides of the road segment;
 - h. The 51% is calculated based on the frontage of annexed parcels on each side of the road segment between two major intersecting roads;
 - i. Once 51% or more of a segment is annexed, the t entire road segment between the two major intersecting roads will be deemed annexed into the City and under the City’s jurisdiction, and ownership and the City will be fully responsible for all maintenance and other responsibilities of the road;
 - j. Any County or City agreements for road improvements with other governmental or private entities existing at the time of the approval of this Agreement shall remain in full force and effect except in the case of a conflict with this Agreement, in which case the terms of this Agreement shall prevail; and,
 - k. . The parties recognize that jurisdiction for purposes of all law enforcement issues shall be governed by the law enforcement subagreement. The ownership of the road shall mean that the party owning the road is responsible for maintenance, upgrades, ownership of the right of way and all of the other rights and responsibilities related to the roads other than those which fall within the purview of law enforcement.
2. Level of Service. Within the MSA, the City and County will establish the following Level of Service Standards (LOS):

Interstate, Limited Access Parkways	C
Principal Arterials	D
Minor Arterials	D
Major and Minor Collectors	D
Local Streets	D

If an LOS standard is to be established below what is stated, both City and County must approve the change.

For Strategic Intermodal System (SIS) Facilities and Transportation Regional Incentive Program (TRIP) Funded roadways, the LOS shall be established by the Florida Department of Transportation (FDOT).

3. Planning for Roads.

- a. Once adopted by the Lake-Sumter Metropolitan Planning Organization (LSMPO), the City and County agree to adopt the LSMPO 2035 Long Range Transportation Plan. The County shall assure the City has the opportunity to participate in the development of the LSMPO 2035 Long Range Transportation Plan;
- b. Within the MSA, the County and City will work together on the design of roads;
- c. The City and County agree to create a multi-modal transportation master plan with the LSMPO. This plan will include, but not be limited to, mass transit, pedestrian trails/sidewalks, bicycle trails, etc.;
- d. The City and County agree to maintain a Unified Concurrency Management System (CMS) through the LSMPO. The City and County agree to update the system when applicable including de-minimus trips. The City and County agree to share the cost of this system based upon the most recent University of Florida Bureau of Economic and Business Research (BEBR) population percentages; and
- e. The City and County agree to update the CMS with yearly traffic counts.

4. Review of Development within the MSA.

- a. Within the MSA, the City and County agree to contract with the LSMPO to review all traffic impact studies for development meeting a mutually acceptable threshold; and
- b. Within the MSA, the City and County agree to enter into Proportionate Share Agreements or other similar agreements, for development meeting a mutually acceptable threshold, with the City, County, developer, and other impacted jurisdictions to establish required traffic mitigation and responsibility for mitigation.

5. Funding.

- a. The County may establish a Municipal Services Benefit Unit (MSBU) or a Municipal Services Taxing Unit (MSTU) to fund improvements of County or City roads. If the County wishes to extend the MSTU into the City, it must obtain the agreement of the City Commission. The City may request that the County establish a MSTU in areas of the City and County to provide funding for improvements to interjurisdictional roads. If the City requests the establishment of MSTU, then the City shall fund and complete the necessary studies and analysis to establish MSTU. If a MSTU is pursued by the County, then the County shall fund the costs of the necessary studies and analysis to establish the countywide MSTU. If the County and City jointly pursue a MSTU, then the City shall fund their proportionate share of the costs of the necessary studies and analysis to establish the joint MSTU. The proportionate share shall be based on the percentage of the City's population compared to the total countywide population using the most recent population estimated by BEBR;

- b. The City may establish a special assessment within the City limits to fund improvements of City roads as long as the City meets all of the requirements of Chapter 170, Florida Statutes.
- c. The County shall collect 100% of the applicable County road impact fees within all areas of the City, to mitigate for impacts to County and State roadways;
- d. The County and City acknowledge this Agreement terminates the "Intergovernmental Agreement Between Sumter County and Wildwood, Florida to Provide for the Imposition of District 1 Impact Fees Within the City of Wildwood", dated December 13, 2005;
- e. Within the City limits, the City may also enact additional road impact fees that do not duplicate the County's road impact fee; and,
- f. City and County will work together on funding sources for capital improvements relative to transportation within the MSA.

6. Maintenance.

- a. "Regionally Significant" roads within the MSA: The City and County may enter into maintenance agreements for certain segments of "Regionally Significant" roads within the MSA. The County agrees that the City shall be justly compensated for any and all maintenance subjugated to the City through a maintenance agreement. These maintenance agreements shall include, but not be limited to:
 - i. Any mowing, edging, tree trimming, maintenance of shrubs, flowers, trees, special grasses, ornamentals, or irrigation of rights-of-ways outside the pavement or edge of curb and within medians;
 - ii. Jurisdiction for all stormwater drainage and retention systems associated with the "Regionally Significant" road systems; and
 - iii. The cost of maintenance shall be negotiated between the parties on an annual basis as part of the budgetary process.
- b. The County will be responsible for all stormwater drainage retention systems associated with "Regionally Significant" roads. If the City agrees to mow these areas, the City will be justly compensated; and
- c. All non-"Regionally Significant" whose jurisdiction is transferred to the City under the terms of this agreement shall be maintained by the City unless otherwise agreed to in a separate maintenance agreement.

7. LSMPO Representation. If and/or when Sumter County has two (2) or more voting representatives on the LSMPO Governing Board, then the County shall ask that one of

the voting members be an annually rotating Sumter County municipality. Once a municipality joins the LSMPO Board as an independent voting member, then they will not be eligible to participate on the rotation.

End of Roads Sub-Agreement

Building Permitting and Inspection Service Delivery Sub-Agreement

This Building Permitting and Inspection Services Delivery Sub-Agreement is made and entered into this 14th day of April, 2009, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, The County and City each provide building permitting and inspection services within their respective jurisdictions; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as building permitting and inspection services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as building permitting and inspections.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a unified approach to building services will result in more efficient use of County and City services in a manner that protects and promotes the health and welfare of all of the citizens of Sumter County and a need exists to change said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. The City shall serve as the single point of service for building, permitting, and inspections within the incorporated boundaries of the municipality;
- b. The County shall serve as the single point of service for building, permitting, and inspections within the unincorporated areas and other cities that agree to consolidate; and,

- c. Through mutual agreements, the City and County may grant authorization to each other to perform inspections in their respective jurisdictions in certain situations (i.e. County facilities in City or City facilities in un-incorporated County).
-
- 2. Fire Inspections and Plan Review. Consistent with existing interlocal agreement(s), the County, through Sumter County Fire Rescue, shall, pursuant to Section 633.0215, Florida Statutes (2008), and Section 901 of Florida Building Code, utilize the Florida Fire Prevention Code in providing all fire prevention/safety inspections and complete all fire building plans reviews within the City and unincorporated areas.

End of Building Services Sub-Agreement

Parks and Recreation Service Delivery Sub-Agreement

This Parks and Recreation Service Delivery Sub-Agreement is made and entered into this 14th day of April, 2009, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to achieve a high level of cooperation and coordination in their provision of recreational facilities and/or programs to the residents of Sumter County; and

WHEREAS, the County and the City share the primary objective to efficiently provide the widest variety of recreational opportunities to any resident of Sumter County who wishes to take advantage of those opportunities; and

WHEREAS, the County and City recognize the most efficient approach to provide parks and recreation services is a coordinated approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as roads; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to parks and recreation services will protect and promote the health and welfare of all of the citizens of Sumter County and agree that a need exists to change said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. The County shall provide regional passive park and recreational facilities and/or programs for all citizens of Sumter County. Regional passive park and recreational facilities and/or programs are parks that are 40 acres or larger and include natural areas, trails, boat launches, picnicking, camping, nature study, and other primary uses and activities that are based on the natural features of the park.
- b. The County shall abstain from the development or funding of active park or recreational facilities and/or programs except those funded via a municipal service benefit unit assessment (MSBU) or municipal service benefit taxing unit (MSTU) or other funding source approved by the voters of Sumter County (i.e. general obligation bonds). Active park and recreational facilities include baseball/softball fields, soccer fields, football fields, basketball courts, and other park or recreational facilities that are developed for primary uses other than open space and related activities based on the natural features of the park.

The City shall take ownership, by quit claim deed, of any County park that does not meet the definition of a regional passive park, as defined above, upon the annexation of a parcel adjacent to the County park. Quit claim deeds to all non-passive parks currently eligible for transfer shall be executed by the County on or about October 1, 2009. The eligible parks which will be transferred to the City are Oxford Park, the Oxford Community Center and Lake Deaton Park as described on Exhibit A, attached hereto and incorporated as if fully stated herein.

2. Funding.

- a. The City shall maintain the ability to implement fee rates for park and recreation facilities and programs that differentiate between residents and non-residents of the City.
- b. The City shall maintain sole authority and funding responsibility of all parks and recreational facilities within its City limits or transferred to City's ownership under this agreement.
- c. The County shall not provide funding to the City for parks and recreational facilities and programs in the City unless the funding is provided through a MSBU or MSTU or other dedicated funding source approved by the voters of Sumter County (i.e. general obligation bonds).
- d. The City may request the County to establish a MSBU or MSTU for parks and recreation. If the City requests the establishment of a MSBU or MSTU, then the City shall fund and complete the necessary studies and analysis to establish the MSBU and MSTU.
- e. If a countywide MSBU or MSTU is pursued by the County, then the City shall fund their proportionate share of the costs of the necessary studies and analysis to

establish the countywide MSBU and MSTU. The proportionate share shall be based on the percentage of the City's population compared to the total countywide population using the most recent population estimated by BEBR.

3. Staff Support

Qualified staff members of the County currently responsible for County park support services for parks to be transferred to the City may, at the sole discretion of the City, be provided the opportunity by the City to become employees of the City upon the transfer of active or passive parks to the City.

End of Parks Services Sub-Agreement

Fire Service Delivery Sub-Agreement

This Fire Services Delivery Sub-Agreement is made and entered into this 14th day of April, 2009, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides fire prevention and suppression and non-transport emergency medical services in the unincorporated and incorporated areas of the county through the Sumter County Fire District; and

WHEREAS, the County provides funding for fire services through federal and state grants, County General Fund, Sumter County Fire Impact Fees, Sumter County Fire District Municipal Services Benefit Unit Assessment, and Sumter County Fire District Fees; and

WHEREAS, the County and City recognize the most efficient approach to assuring adequate fire protection is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as fire services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as fire services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to fire services results in a more efficient and effective method of service and promotes the safety and welfare for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement. The County shall continue to serve as the single, unified point of service for fire prevention and suppression and non-transport emergency medical service through the Sumter County Fire District.
2. Fire Inspections and Plan Review. Consistent with existing interlocal agreement(s), the County, through Sumter County Fire Rescue, shall, pursuant to Section 633.0215, Florida Statutes, and Section 901 of Florida Building Code, utilize the Florida Fire Prevention Code in providing all fire prevention/safety inspections and complete all fire building plans reviews within the City and unincorporated areas.

End of Fire Services Sub-Agreement

Libraries Service Delivery Sub-Agreement

This Libraries Services Delivery Sub-Agreement is made and entered into this 14th day of April, 2009, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides library services in the unincorporated areas of the county and within other cities in the county; and

WHEREAS, the City also provides library services;

WHEREAS, the County and City recognize the most efficient approach to assuring library services is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as library services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as library services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to library services results in a more efficient and effective method of service and promotes the welfare for all of the citizens of Sumter County and agree a need exists to change said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. On October 1, 2009, the County shall assume library services for the City, and the County shall serve as the single, unified point of service for libraries in unincorporated areas of the county and within the City;

- b. The County shall construct a new library as part of the new County Service Center planned for construction in 2010 at the southeast corner of the intersection of CR 139 and C-466A;
- c. From October 1, 2009 until the said new library is constructed, the County shall maintain operation of the existing City library facility on Huey Street;
- d. No later than 90 days prior to October 1, 2009, the City shall provide the County an inventory of all equipment, fixtures, and furniture to be transferred at no cost to the County. The County shall review the inventory and reserves the right to accept or decline any or all of the items on the inventory or request additional items not included in the inventory for transfer; and
- e. The City shall transfer at no cost to the County all books, periodicals, other media, equipment, fixtures, and furniture necessary to operate the library to the County.

2. Impact Fees.

- a. The City will collect library impact fees until September 30, 2009, at 11:59 p.m., after which the City will no longer collect library impact fees; and
- b. The City will transfer all library impact fees collected through September 30, 2009, at 11:59 pm. to the County for use in the development of the said new library or other future library construction or enhancements within the City.

3. Level of Service.

- a. The County will continue to have an established goal to attain state level of service standards for library services; and
- b. Library services shall also mean computer access and shall include copiers, computers, and other multi-media amenities.

4. Friends of the Library. The County will continue to maintain a defined relationship with the City of Wildwood Friends of the Library.

5. Director. The County agrees to hire the City's Library Director (Director) as of October 1, 2009 at the Director's rate of pay as of September 30, 2009.

6. Staff Support. Qualified staff members of the City currently responsible for City library support services may, at the sole discretion of the County, be provided the opportunity by the County to become employees of the consolidated Sumter County Library Service.

End of Library Services Sub-Agreement

Workforce Housing Service Delivery Sub-Agreement

This Workforce Housing Services Delivery Sub-Agreement is made and entered into this 14th day of April, 2009, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County is the current sole provider of workforce housing assistance in the county; and

WHEREAS, the County provides funding for workforce housing through grants from the Federal Housing and Urban Development Agency (Section 8 and Community Development Block Grant), Florida Department of Community Affairs, Florida Housing Finance Corporation (State Housing Initiatives Partnerships), and County's General Fund. This funding is applied in both unincorporated and incorporated areas of the county; and

WHEREAS, the County and City recognize the most effective approach to assuring adequate workforce housing opportunities is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such workforce housing services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as workforce housing.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to workforce housing services will result in a more efficient and effective method of service and promote the adequate housing opportunities for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. The County shall serve as the single, unified point of service for workforce housing services in unincorporated areas of the county and within the City.
- b. The County shall provide the staffing and resources for promoting and facilitating the provision of workforce housing.
- c. The workforce housing services shall be provided consistent with the County's and City's local ordinances and State and Federal law.
- d. Funding for the Consolidated County/City Workforce Housing Services shall be generated from state and federal grants and County general fund. This does not preclude the use of other funding sources that may be implemented by the County, City, and state or federal governments for workforce housing in the future.

2. Workforce Housing Definition. The definition of "workforce housing" shall be based on State Housing Initiatives Program (SHIP) income guidelines.

3. Mitigation. The County or City will not unreasonably withhold development approval based on the provision or mitigation of affordable housing by a developer.

4. Strategy. The County and City agree to prepare a unified strategy to promote workforce housing.

End of Workforce Housing Services Sub-Agreement

Solid Waste Collection and Disposal Delivery Sub-Agreement

This Solid Waste Collection and Disposal Delivery Sub-Agreement is made and entered into this 14th day of April, 2009, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County is required by Florida Statutes to provide a point of collection and disposal of solid waste for all of Sumter County; and

WHEREAS, the County provides a point of collection and disposal for solid waste for the City at the County's existing solid waste facility; and

WHEREAS, the City does not provide any solid waste collection or disposal services; and

WHEREAS, the County and City recognize the most efficient approach to provide solid waste collection and disposal services is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as solid waste collection and disposal services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as solid waste collection and disposal services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a coordinated and unified approach to solid waste collection and disposal services result in a more efficient and effective method of service and promotes the health and welfare for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. The County shall continue to provide the City a point of collection and disposal at the County's solid waste facility and at any future facilities developed by the County.
- b. The City shall utilize the County's solid waste facility when economically feasible. However, if there is a more economic feasible solid waste service available to the City, the City may choose to use it.

2. Fees. The County shall continue to fund the solid waste collection and disposal services through fees by private collectors, tipping fees by the County, County recyclable revenues, and state grants. This does not preclude other future funding sources that may be implemented by the County or City.

End of Solid Waste Services Sub-Agreement

Stormwater Management Service Delivery Sub-Agreement

This Stormwater Management Service Delivery Sub-Agreement is made and entered into this 14th day of April, 2009, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to achieve a high level of cooperation and coordination in their management of stormwater for the residents of Sumter County; and

WHEREAS, the County and the City share the primary objective to efficiently provide stormwater management to all residents of Sumter County; and

WHEREAS, as the City continues to grow through annexation and other infill development, the City will trigger the need for compliance with the National Pollutant Discharge Elimination System (NPDES) regulations; and

WHEREAS, the City lacks the expertise or resources to effectively address the NPDES regulations; while the County has the expertise and resources to effectively address the NPDES regulations; and

WHEREAS, the City desires to implement a master stormwater system for the city; and

WHEREAS, the County is currently working with the Southwest Florida Water Management District (SWFWMD) to study drainage basins throughout the county that may assist in the development of a master stormwater system for the City;

WHEREAS, the County and City recognize the most efficient approach to provide stormwater management is a coordinated approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as stormwater management; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida

Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as stormwater management.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to stormwater management results in a more efficient and effective method of service and promotes the health and welfare for all of the citizens of Sumter County and agree a need exists to implement said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. The City and County shall be responsible for their own NPDES compliance.
- b. The County shall require development within unincorporated areas of the defined Municipal Service Area (MSA) to coordinate their stormwater management design and facilities with the City's stormwater master planning efforts.
- c. The County and City shall include stormwater management coordination within the separate Road Service Delivery Sub-Agreement

2. Funding. The City shall be responsible for the capital and maintenance costs related to the infrastructure for compliance with NPDES regulations. However, for infrastructure that provides benefits for property outside of the City limits, the County and City shall prepare a separate funding agreement to share in the cost and maintenance of the mutually benefiting infrastructure.

3. Drainage Basin Studies. The County shall include the City as a participant in the drainage basin studies with the Southwest Florida Water Management District (SWFWMD) for those drainage basins that directly impact the City.

End of Stormwater Services Sub-Agreement

Geographic Information Systems Service Delivery Sub-Agreement

This Geographic Information Systems (GIS) Services Delivery Sub-Agreement is made and entered into this 14th day of April, 2009, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and City separately operate and maintain geographic information systems; and

WHEREAS, the County and City recognize the most effective approach to assuring efficient and effective geographic information system services is a coordinated approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as geographic information systems; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as geographic information systems.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to geographic information systems services will result in a more efficient and effective method of service and promote the efficient and effective use of geographic information system data for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. The County shall provide and maintain a GIS base platform, which shall include database and mapping information. The City shall be responsible for any and all manipulation of the Sumter County GIS base platform information for the City's use;

- b. The City shall retain its own GIS personnel/funding; and
 - c. If desired, the City shall be responsible for any/all physical connectivity to the County GIS in a manner acceptable to the County.
2. GIS Data Updates. The City and County shall send GIS data updates to each other, or any other agency requesting the data, on the first of every month or as requested. Updates shall be provided through the posting of the data to the County's ftp site or in another manner (CD-ROMs, email, direct connection, etc.) acceptable to both parties.
3. 911 Addressing. The County shall be responsible for all 911 addressing within the City.

End of GIS Services Sub-Agreement

Law Enforcement Service Delivery Sub-Agreement

This Law Enforcement Services Delivery Sub-Agreement is made and entered into this 14th day of April, 2009, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides funding for law enforcement services by the Sumter County Sheriff's Office; and

WHEREAS, the City provides funding for law enforcement services for the City Of Wildwood Police Department; and

WHEREAS, the County and City recognize the most efficient approach to providing adequate law enforcement protection is a coordinated approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as law enforcement services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to law enforcement services results in a more efficient and effective method of service and promotes the safety and welfare of all of the citizens of Sumter County and agree that a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement. The County and City shall continue to utilize the current mutual aid agreement in place with the Sumter County Sheriff's Office. If that agreement should terminate without renewal, the City shall be solely

responsible for law enforcement within the incorporated boundaries of the City.

2. The incorporated boundaries of the City shall include those areas annexed into the City including those areas annexed pursuant to the Planning Services subagreement and the MSA as defined in the Planning Services subagreement.
3. Within the MSA, all law enforcement jurisdiction shall remain with the County in all areas which have not been annexed into the City.
4. For purposes of law enforcement jurisdiction, a road right of way and road contained in a road segment shall be considered annexed into the City at the time of annexation of at least 51% of the parcels on each side of a road segment between two major intersecting roads as defined in the Road Services subagreement.

End of Law Enforcement Services Sub-Agreement

Mosquito Control Service Delivery Sub-Agreement

This Mosquito Control Service Delivery Sub-Agreement is made and entered into this 14th day of April, 2009, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to preserve a high quality of life and public health for the residents of Sumter County; and

WHEREAS, mosquito overpopulation is a threat to public health, safety and welfare; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to mosquito control will protect and promote the health and welfare of all of the citizens of Sumter County, and therefore state:

1. Service Delivery Agreement.

Sumter County shall provide mosquito control service to the areas in and abutting the incorporated boundaries of the City. Mosquito control shall be implemented using generally accepted pesticide and prevention practices, consistent with all applicable state and federal regulations and applicable provisions of the Sumter County Code.

Animal Control Service Delivery Sub-Agreement

This Animal Control Service Delivery Sub-Agreement is made and entered into this 14th day of April, 2009, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to preserve a high quality of life for all residents of Sumter County; and

WHEREAS, untended domesticated pets such as dogs or cats, and untended domesticated livestock such as cattle provide a public safety and health; and

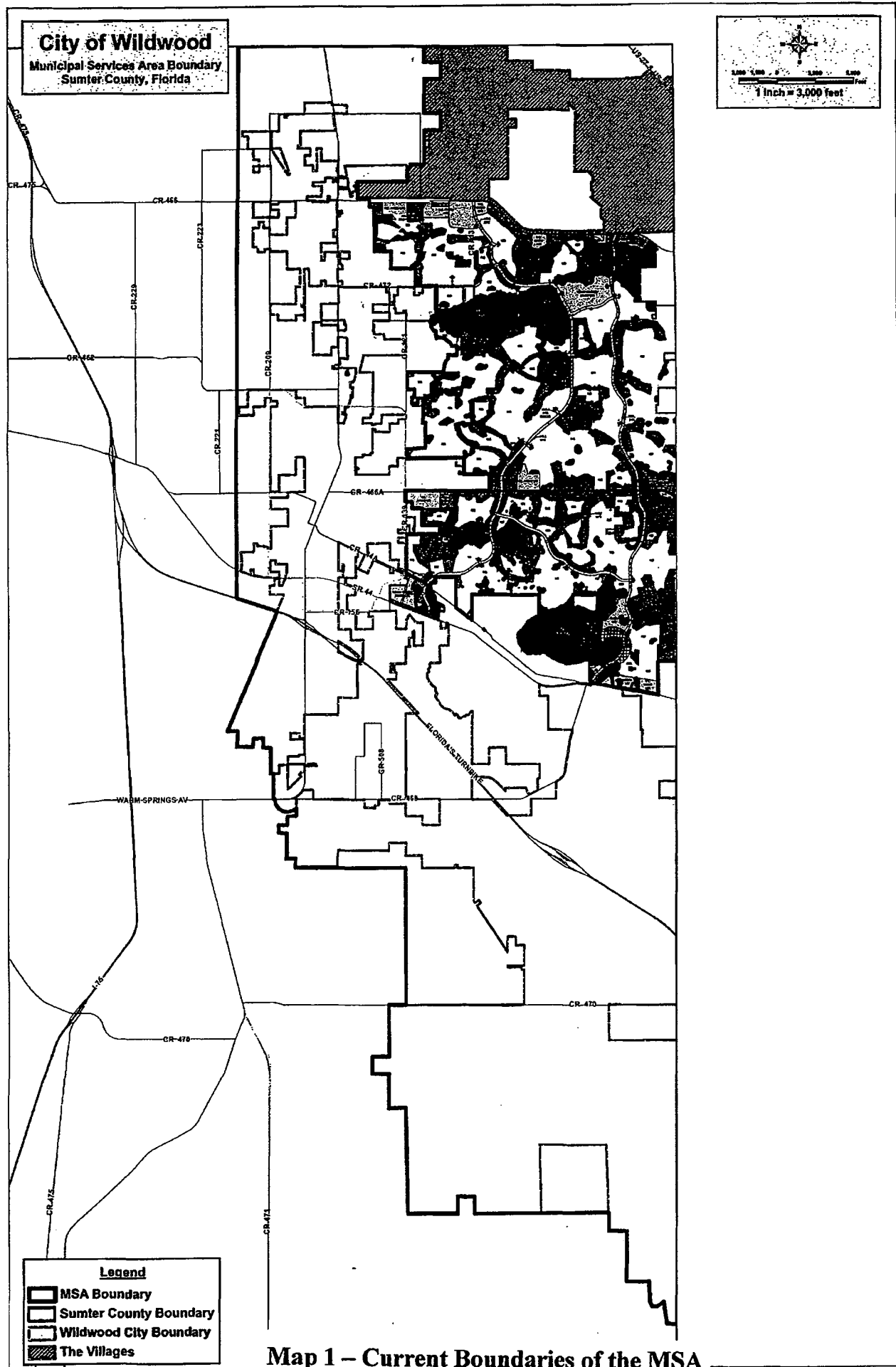
WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage; and

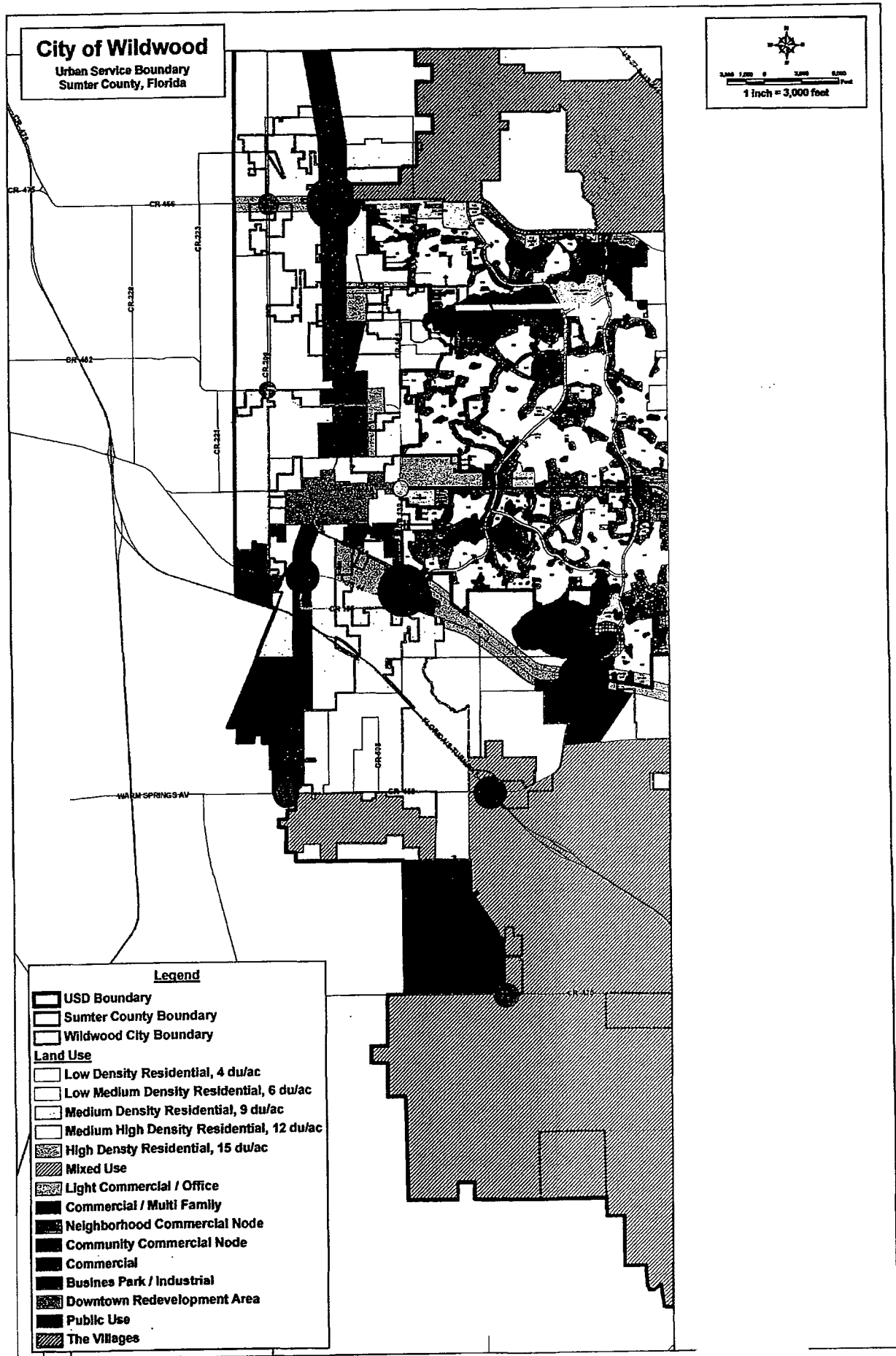
WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to animal control will protect and promote the health and safety of all of the citizens of Sumter County, and therefore state:

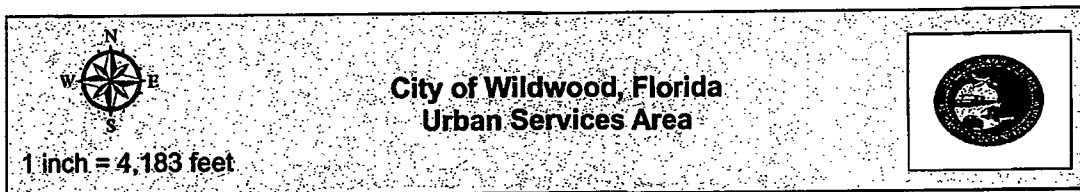
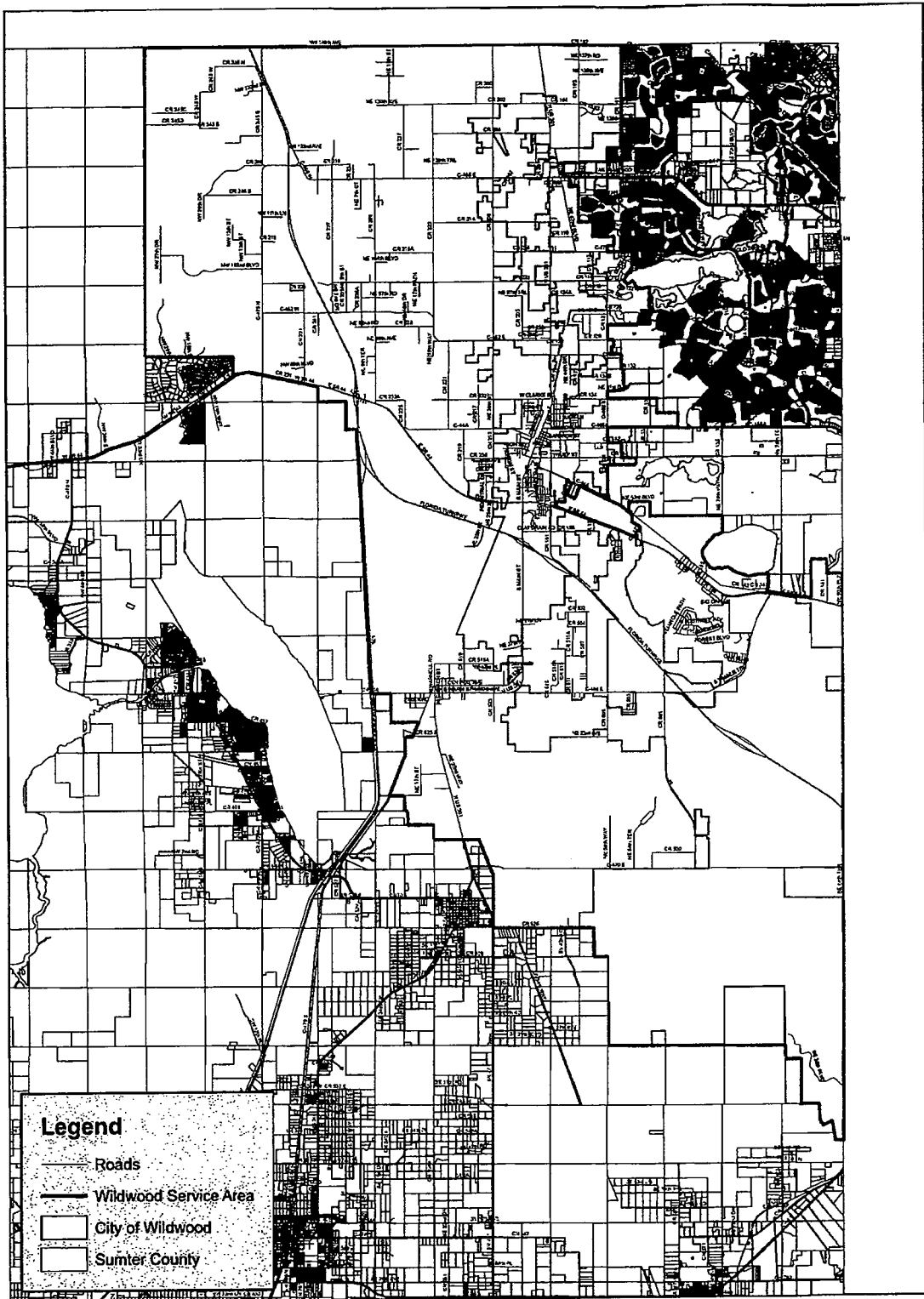
1. Service Delivery Agreement.

Sumter County shall provide animal control service to the areas in and abutting the incorporated boundaries of the City in the same manner that it does in the unincorporated areas of Sumter County, consistent with normal animal control practices, and consistent with all applicable state and federal regulations and the and the applicable provisions of the Sumter County Code.





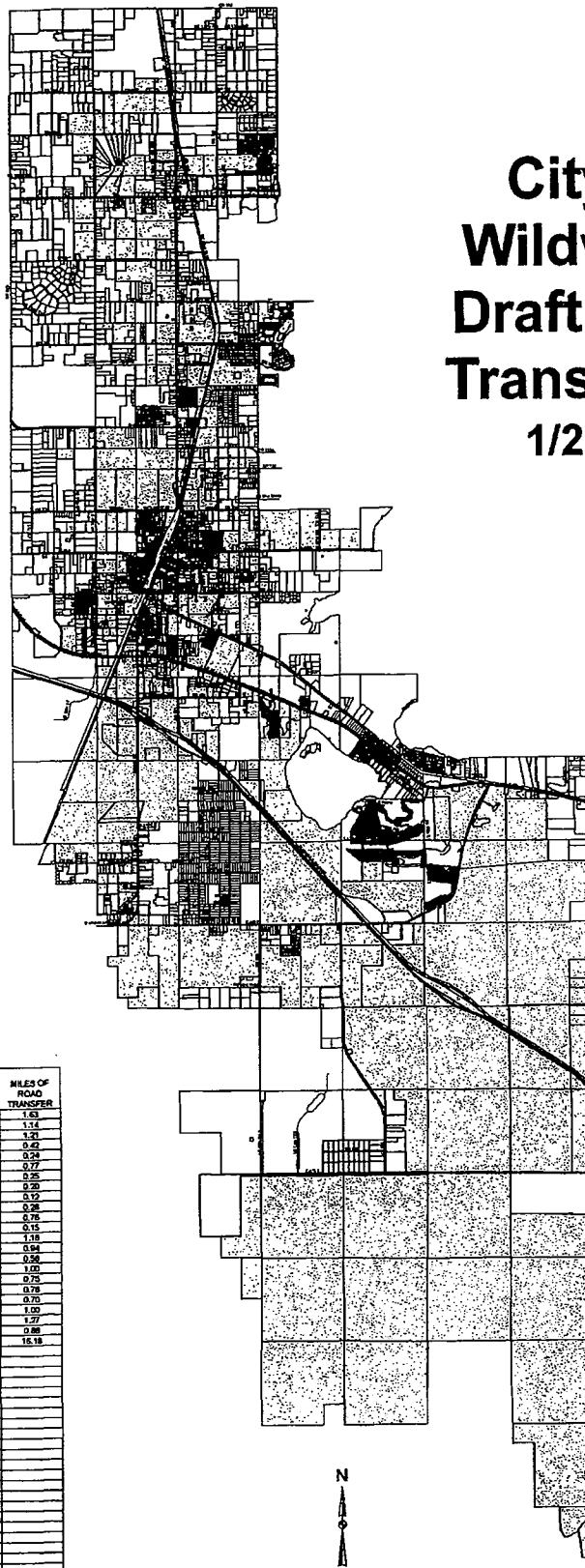
Map 2 – Current Anticipated Future Land Uses in the MSA



Map 3 – City’s Urban Services Area

City of Wildwood Draft Road Transitions

1/20/09



COUNTY ROAD NUMBER	FROM	TO	ROAD SEGMENT LENGTH (FEET)	PARCEL FRONTAGE WITHIN CITY	ROAD % TRANSFER JURISDICTION	MILES OF ROAD TRANSFER
C-444 E	US 301	CR 136	17200	11079	64.4%	1.63
C-444 W	US 301	CR 213	12600	9704	65.1%	1.14
CR 114	US 301	CR 114A	12872	7241	55.9%	1.21
CR 124A	US 301	END	4435	3978	89.7%	0.42
CR 128	C-462 E	CR 128 CURVE	2535	1284	50.7%	0.24
CR 131	C-462 E	E CLARK ST	8180	8180	100.0%	0.77
CR 133	NE 6TH DR	END	2642	1871	70.8%	0.25
CR 140	STANLEY AVE	END	2007	1171	58.1%	0.20
CR 142	CR 132	WILDWOOD AVE	1782	1214	68.1%	0.12
CR 144	HURST ST	CR 139	2735	2985	88.0%	0.26
CR 156	CR 179	CR 181	7888	4238	53.6%	0.76
CR 179	E SR 44	CR 159	1544	1463	95.0%	0.15
CR 181	CR 159	NE 46TH BLVD	12225	6485	53.0%	1.18
CR 202	US 301	CR 209	6769	5170	76.4%	0.54
CR 203	US 301	CR 204	6074	4614	75.9%	0.50
CR 209	CR 222	C-462 E	10008	5810	58.0%	1.00
CR 209	CR 214	C-462 E	7889	4896	62.1%	0.70
CR 209	C-462 E	CR 204	7880	5228	66.7%	0.70
CR 213	E SR 44	CR 236	7417	4987	67.3%	1.00
CR 214	US 301	CR 209	10000	7348	73.5%	1.00
CR 232	US 301	CR 239	13404	10005	74.7%	1.27
CR 505	C-464 E	TO END	8057	5988	74.3%	0.88
TOTALS			170774	114703		16.18
C-462 E	US 301	C-462A	22521	6074	27.0%	N
C-462 W	US 301	CR 221	18409	3747	20.3%	N
C-472	US 301	MOONSHORES DR	22071	8126	37.0%	N
CR 101	C-464 E	NE 120TH LOC	8554	1220	14.3%	N
CR 104	C-464 E	CR 104	13178	2878	21.9%	N
CR 105	C-464 E	CR 102	2673	672	25.1%	N
CR 108	C-464 E	CR 108	6577	2570	39.1%	N
CR 109	US 301	CR 108 (N LEG)	1337	272	20.3%	N
CR 110	US 301	NE 42ND BLVD	4096	258	6.3%	N
CR 117	C-472	CR 114	4484	1851	41.3%	N
CR 121	CR 114	CR 125	5358	1064	19.9%	N
CR 124	US 301	END	5284	888	16.8%	N
CR 127	C-462 E	CR 134	2718	675	24.8%	N
CR 129	C-462 E	CR 127	5302	640	12.1%	N
CR 136	C-464 E	END	838	150	17.9%	N
CR 138	WALDEN ST	END	17234	5888	34.2%	N
CR 139	C-464 E	END	2430	1178	48.5%	N
CR 177	C-444	END	2609	471	17.7%	N
CR 201	US 301	C-468 E	36078	4748	13.2%	N
CR 204	US 301	CR 223	18636	3112	16.7%	N
CR 209	C-467 E	CR 222	5303	0	0.0%	N
CR 209	CR 222	CR 214	10000	1002	9.9%	N
CR 209	CR 204	CR 202	5286	2654	50.2%	N
CR 213	C-444	CR 208	5284	888	16.8%	N
CR 214	CR 108	NE 10TH LOC	2154	544	25.2%	N
CR 216	US 301	CR 208	10008	2971	29.7%	N
CR 222	US 301	CR 208	7123	1402	19.7%	N
CR 228	US 301	CR 208	10012	3502	35.0%	N
CR 234	CR 213	END	2108	1047	49.7%	N
CR 237	C-462 E	END	3247	564	17.4%	N
CR 244	C-462 E	END	33063	17185	51.4%	N
CR 248	COLEMAN CITY LIMITS	END	3420	1807	52.8%	N
CR 251	US 301	COLEMAN CITY LIMITS	8551	2053	24.0%	N
TOTALS			224113	84407		



1:31,680

1" = .500 MILES



WILDWOOD ROADS
 — ROADS WITHIN CITY LIMITS
 — TRANSFER JURISDICTION

Map 4 – Major Intersecting Roads, Regionally Significant and Emerging Regionally Significant Roads within the MSA

Exhibit A

**Deeds For
Oxford Park
Oxford Community Building
Lake Deaton Park**

**Oxford Park
Parcel 1 of 4
(Exclude Parcel D17=034 – Fire Station)**

39634-RX

OFF REC. 229 PAGE 08

THIS DEED, Made this 12th day of March, A.D., 1980 between SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, hereinafter called "Grantor"; and SUMTER COUNTY, a political subdivision of the State of Florida, whose mailing address is P. O. Box 8, Bushnell, Florida 33513, hereinafter called "Grantee";

(Wherever used herein, the terms "Grantor" and "Grantee" shall be construed in the singular or plural as the context may require or admit and shall include the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations.)

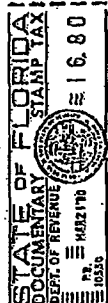
WITNESSETH: That Grantor, for and in consideration of the sum of Four Thousand One Hundred Thirty-Two and 00/100 Dollars (\$4,132.00) to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto Grantee that certain tract or parcel of land situate, lying and being at Oxford, County of Sumter, State of Florida, and described as follows, to wit:

Commence at the intersection of the center line of S.R. 466 with the center line of Grantor's main line Baldwin-Wildwood track; thence N 89° 49' 49" W along the center line of S.R. 466, 51.18 feet to the Point of Beginning; from the Point of Beginning thus described run thence N 89° 49' 49" W along the center line of S.R. 466, 307.04 feet; thence S 12° 07' 59" E 300.00 feet; thence S 89° 49' 49" E 307.04 feet; thence N 12° 07' 59" W 300.00 feet to the Point of Beginning; containing 2.066 acres, more or less, and being shown on print of survey, prepared by James D. Baker, dated September 12, 1979, which print is attached hereto and made a part hereof.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD said premises unto Grantee in fee simple forever; SUBJECT, However, to reservations, conditions, restrictions and easements of record including, but not limited to (i) a fence along the westerly boundary of the above described land (ii) paved basketball and tennis courts located along the westerly boundary of the above described land (iii) street right of ways located along the northerly and southerly boundaries of the above described land, all as shown on said attached print. Except as to the matters referred to in the preceding paragraph, Grantor hereby binds itself that the premises are free from encumbrances, that it is seized of said premises in fee and that it will fully warrant and forever defend all and singular said premises unto Grantee against Grantor and all other persons lawfully claiming or to claim the same or any part thereof by, through or under Grantor.

This instrument was prepared by
William C. Beane
Attorney
500 Water Street, Jacksonville, Fla.



04623
SUMTER
COUNTY

Det. Co. Commissioner

D17-032
D17-034

- 2 -

OFF. REC. 229 PAGE 09

IN WITNESS WHEREOF Grantor has caused these presents to be duly signed and sealed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

William P. Goff
George A. Wirtile

SEABOARD COAST LINE RAILROAD COMPANY

By [Signature]
Vice President

Attest [Signature]
Assistant Secretary



FILED AND RECORDED IN
PUBLIC RECORDS OF
SOUTHERN COUNTY, FLA.
RECORD VERIFIED
MAR 21 8 46 AM '80
C. BURTON MARSH
CLERK OF CIRCUIT COURT
BY [Signature] D.C.

1-47507

FLORIDA FORM

REC- 229 PAGE 11

STATE OF FLORIDA
COUNTY OF DUVAL

I hereby certify that on this day before me, an officer duly authorized to take acknowledgments in the State and County above set forth, personally appeared Richard D. Sanborn and J. T. Rice respectively Vice President and Assistant Secretary of SEABOARD COAST LINE RAILROAD COMPANY

a corporation under the laws of the State of Virginia, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged before me the execution thereof as such officers, by virtue of due and proper corporate authority in them vested, and that the said instrument is the act and deed of said corporation.

And the said J. T. Rice Assistant Secretary as aforesaid, also acknowledged before me that he affixed to said instrument the corporate seal of said corporation, by like authority in him vested.

WITNESS my signature and official seal in the County and State above set forth, this 12th day of March 1980.

Caroline H. G. [Signature]
Notary Public.

My commission Expires

Notary Public, State of Florida at Large
My Commission Expires Nov. 6, 1983.
Issued by American Fire & Casualty Company

Oxford Park Parcels 2 & 4 of 4

QUIT-CLAIM DEED

RAMCO FORM 8

OFF. REC. 195 PAGE 453

approved 1-4-78

REC. 200 PAGE 775

This Quit-Claim Deed, Executed this 7th day of July, A.D. 1977, by MARY YORK, G.C. PERRY, JUDDY PERRY, JAKEX PERRY, and CECIL PERRY, constituting all of the heirs at law of GEORGY C. PERRY, SR.

first party, to

30 57
55 54

SUNTER COUNTY, FLORIDA, a political subdivision of the State of Florida, whose postoffice address is Post Office Box 8, Bushnell, Florida 33513

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of SUNTER State of FLORIDA to-wit:

Parcel I Begin on N. line of Main Street 487 feet E from center of Wire Road at intersection of Main Street with center of 2nd Street and run W. 100 feet E. 100 feet, S. 100 feet, W. 100 feet to beginning, lying and being in Oxford, Sunter County, Florida.

Parcel II Begin at intersection of W. right-of-way line of SML railroad and S. line of NW 1/4 of NW 1/4, run S 5 feet, W 305 feet for P.O.B., continue W. 30 feet M/L, S. 120 feet, M/L, E. 60 feet M/L, thence northwesterly to P.O.B.

PARCEL I AND II LYING AND BEING IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST.

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MAR 95
APR 95
MAY 95
JUN 95
JUL 95
AUG 95
SEP

Witness Johnnie Thompson
Witness Mrs. M. W. White
As to G. C. Perry

STATE OF Florida
COUNTY OF Marion

OFF. REC. 195 PAGE 454

OFF. REC. 200 PAGE 776

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared G. C. PERRY, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of December, 1977.

Mrs. M. W. White
Notary Public, State of Florida
My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires April 4, 1980
Bonded by American Fire & Casualty Co.

Witness Johnnie Thompson
Witness Mrs. M. W. White
As to Juddy Perry

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared JUDDY PERRY, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of December, 1977.

Mrs. M. W. White
Notary Public, State of Florida
My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires April 4, 1980
Bonded by American Fire & Casualty Co.

Witness Johnnie Thompson
Witness Mrs. M. W. White
As to Jakey Perry

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared JA KEY PERRY, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of December, 1977.

Mrs. M. W. White
Notary Public, State of Florida
My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires April 4, 1980
Bonded by American Fire & Casualty Co.

132867

FILED AND BE ORDERED IN
PUBLIC RECORDS OF
CLERK OF CIRCUIT COURT
MAY 17 2 21 PM '80
C. BURTON MARSH
CLERK OF CIRCUIT COURT
BY [Signature] D.C.

Witness Johnnie Thompson
Witness Mrs. M. W. White
As to Cecil Perry

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared CECIL PERRY, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of December, 1977.

Mrs. M. W. White
Notary Public, State of Florida
My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires April 4, 1980
Bonded by American Fire & Casualty Co.

**Oxford Park
Parcel 3 of 4**

Pg 515

STATE OF OREGON,
COUNTY OF WASHINGTON

BE IT REMEMBERED, That on this 10th day of January, A. D. 1948, before me, a Notary Public in and for said County and State, personally appeared the within named Frederick H. Holzapfel, and Anna Holzapfel, husband and wife, Dollie G. Holzapfel, a widow, and Dorothy J. Holzapfel, a single woman who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

(NOTARIAL SEAL)

Bruce V. McMahan
Notary Public for Oregon
My commission expires 2-13-51

Filed and recorded this 11th day of February, A. D. 1948 at 1:30 o'clock P. M. I certify the foregoing to be a true and correct copy of the original.

Roy Caruthers, Clerk Circuit Court

RECORD VERIFIED

By Alma Woodard D.C.

QUIT CLAIM DEED

THIS DEED, Executed this 10th day of February, A. D. 1948, by George C. Perry and wife, Victoria Perry, of the County of Sumter and State of Florida, parties of the first part, and Board of County Commissioners of Sumter County, Florida, of the County of Sumter, and State of Florida, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten (\$10.00) dollars and other good and valuable considerations in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto the said party of the second part, and its heirs, successors and assigns forever, the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:

Begin at S² cor of Lot 2 Oxford, Run W. 160 ft. N. 150 ft. E. 160 ft. S. 150 ft. to Beg. and Beg. at a point on N. side of Main Street 587 ft. E. from middle of Wire road run N. 150 ft. E. 90 ft. N. 150 ft. to Pomroy's land W. Parallel with said line 303 ft. S. 200 ft. E. 100 ft. S. 100 ft. E. 113 ft. to beg.
Oxford, being in Section 17, Twp. 18 South Range 23 East.

It is fully understood and stipulated herein that the above described property shall be used always for a public benefit, and in the event that this said property ever fails to be used for a public benefit then it shall in its entirety revert at once to the grantors herein, their heirs, representatives and assigns.

Further, it is hereby stipulated that in the event that the City of Oxford, Sumter County, Florida, ever becomes an active municipality then in such case the said grantee is hereby authorized to deed and convey the said property to the said City or town of Oxford, Sumter County, Florida.

(STATE DOCUMENTARY STAMP 10¢)

18316

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its heirs, successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in presence of

Cecil W. Perry

Geo. C. Perry (L.S.)

Inez Tompkins

Victoria Perry (L.S.)

STATE OF FLORIDA

COUNTY OF SUMTER

I HEREBY CERTIFY, That on this day before me, an officer duly authorized to take acknowledgments, personally appeared George C. Perry and Victoria Perry to me well known to be the individuals described in and who executed the foregoing instrument and who acknowledged before me that they executed the same.

AND I FURTHER CERTIFY, That the said Victoria Perry known to me to be the wife of the said George C. Perry on a separate and private examination, taken and made by and before me, separately and apart from her said husband, did acknowledge that she executed said instrument freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Bushnell, County of Sumter, and State of Florida, this 10th day of February, A. D. 1948.

(NOTARIAL SEAL)

James W. West
Notary Public, State of Florida
My commission expires 1/14/52

✓ Filed and recorded this 11th day of February, A. D. 1948 at 4:20 o'clock P. M. I certify the foregoing to be a true and correct copy of the original.

Roy Caruthers, Clerk Circuit Court

By Almon W. Wood D.C.

RECORD VERIFIED

Oxford Community Building

WARRANTY DEED

38860

OFFICIAL RECORD 19 PAGE 125

Manufactured and for sale by The M. & W. R. Rice Company Jacksonville, Florida

This Indenture, Made this 24th day of February A. D. 1960.

Between WILLARD CARUTHERS and his wife, Verna Mae Caruthers, and ELLA DEAN, a widow; the said Verna Mae Caruthers and ELLA DEAN constituting the sole surviving heirs of G. H. PERRY and ANNIE PERRY, his wife, both of the County of Sumter and State of Florida deceased, part iers of the first part, and SUMTER COUNTY, FLORIDA, whose mailing address is Bushnell

of the County of Sumter and State of Florida

part Y of the second part: Witnesseth, that the said part iers of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to them in hand paid, the receipt whereof is hereby acknowledged, ha ve granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part Y of the second part and its heirs and assigns forever, all that certain parcel of land lying and being in the County of Sumter and State of Florida, more particularly described as follows:

Lots 1, 2, 3 and 4, Block 10, Bogue's Subdivision,
Oxford, Section 17, Township 18 South, Range 23 East.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining: To Have and to Hold the same in fee simple forever.

And the said part iers of the first part do covenant with the said part Y of the second part that they are lawfully seized of the said premises, that they are free from all encumbrances whatsoever and that they have good right and lawful authority to sell the same; and the said part iers of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said part iers of the first part have hereunto set their hand s and seal s the day and year above written.

Signed, sealed and delivered in our presence:

John W. West
John W. West

Willard Caruthers
Verna Mae Caruthers
Ella Dean

Oxford Community
Bldg
D17A001

State of Florida
County of Sumter

I Hereby Certify, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared WILLARD CARUTHERS and his wife, VERNA MAE CARUTHERS and ELLA DEAN, a widow, to me known to be the person s described in and who executed the foregoing instrument and have acknowledged before me that t hey executed the same.

Witness my hand and official seal in the County and State last aforesaid this 25th day of February , A. D. 1960 .



John W. Weak
Notary Public, State of Florida at Large
My commission expires 1/18/64

Warranty Deed

To

Date

Abstract of Description

State of Florida,
County of Sumter

On this 12th day of March, A. D. 1960, at 9:10 o'clock A.M., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages 125 of Book 22, 19 in the public records of said County.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the State of Florida, in and said County.

W. J. D. Dwyer
Clerk of Circuit Court



APR 2 1960
BY 1110
#4-3
James M. Dwyer
Clerk of Circuit Court



Lake Deaton Park
Parcel 1 of 3

Rec 5.00

263 PAGE 67

This instrument was prepared by

RANDALL N. THORNTON
Attorney at Law
Post Office Box 58
LAKE PANASOFFKEE, FLORIDA 33538

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 27th day of August 19 82, Between

BAKERS PROPERTIES INC.

of the County of Sumter, State of Florida, grantor, and

SUMTER COUNTY, FLORIDA, a political subdivision of the state of Florida
whose post office address is P. O. Box 8, Bushnell, Florida 33513

of the County of Sumter, State of Florida, grantee,

Witnesseth, That said grantor, for and in consideration of the sum of -----
----- gift ----- Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following
described land, situate, lying and being in Sumter County, Florida, to-wit:

Commence at the southeast corner of the SW-1/4 of the SE-1/4, Section
15, Township 19 South, Range 23 East, run thence 434.76 feet; thence
North 56°26'30" West 175.82 feet to the Point of Beginning; thence
North 17°30' East 416.09 feet to a point on southerly shore of Lake
Deaton; thence North 56°26'30" West 130 feet with said lake shore;
thence South 33°33'30" West 400 feet; thence South 56°26'30" East
245 feet to the Point of Beginning.

This is a corrected deed which is executed and recorded on the
the legal description contained in that certain special Warranty
Deed dated August 3, 1961 and recorded August 10, 1961 in the official
records book 32 page 291-292 of the public records of Sumter County,
Florida.
and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all
persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof,

Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

BAKERS PROPERTIES, INC.

Witness
Lauri M. Powell
Witness
Patricia L. Evans

Mary Benson, President

June Beaumont, Secretary

Witness
Witness

STATE OF Florida
COUNTY OF Sumter

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

Mary Benson, President, June Beaumont, Secretary, BAKERS PROPERTIES

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that
he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of August
19 82.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LAKE
ANY COMMISSION EXPIRES MAY 30 1983
BONDED THROUGH GENERAL INS. UNDERWRITERS



Lauri M. Powell
State of Florida Notary Public

Notary Public

Park

REGULAR MEETING

BOARD OF COUNTY COMMISSIONERS MINUTES

SEPTEMBER 28, 1982

COUNTY PROPERTY

✓ A corrected Warranty Deed from Bakers Properties Inc. to Sumter County recorded in OR Book 263, Page 67 for Lake Deaton Park was noted and filed.

Commissioner Lovett left the meeting at 11:03 a.m.

AUDITS - GRANTS

A Financial Report on Community Care for the Elderly, contract no. 02-A-2101-9-CCE by Charles Rice, CPA, was noted and filed.

MILLAGE

A notice of millage levy for Southwest Florida Water Management District and the Withlacoochee River Basin was noted and filed.

LICENSES & PERMITS - COMMUNICATIONS

FCC license for the Board's Public Works Department and Animal Control radio equipment was noted and filed.

UTILITIES

Attorney Thornton reported on information received on opposition to a request by Florida Power for a rate increase. No action was taken.

ROADS, COUNTY

Attorney Thornton reported that Mr. Nichols had indicated that he was not in favor of his property being split for 44A realignment. No action was taken.

ACCOUNTS ALLOWED

Mr. Bernard Dew, Clerk's Office, advised that a bill had been received for the last three quarters of 1981-82 budgeted funds for the District III Mental Health Board. No action was taken.

RELIEF

Mr. Bernard Dew, Clerk's Office, presented information gathered from surrounding counties as to the amounts paid to funeral homes on indigent burials. No action was taken at this time.

Lake Deaton Park Parcel 2 of 3

400 RLY ST
78.75 ST
82.75
G-15-035

OFF. REC. 255 PAGE 792

This instrument was prepared by:

RANDALL N. THORNTON
Post Office Box 58
LAKE PANASOFFKEE, FLORIDA 33538

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 10th day of March 1982, Between
BAKERS PROPERTIES, INC.

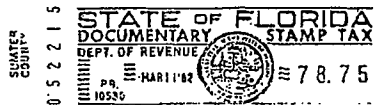
of the County of Sumter, State of Florida, grantor*, and
SUMTER COUNTY RECREATION AND WATER CONSERVATION AND CONTROL AUTHORITY

whose post office address is P. O. Box 446, Bushnell, Florida 33513

of the County of Sumter, State of Florida, grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of Ten and No/100 Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following
described land, situate, lying and being in Sumter County, Florida, to-wit:

Commence 148.35 feet North of the SE corner of the SW-1/4 of SE-1/4 of Section 15,
Township 19 South, Range 23 East for a Point of Beginning. (1) Thence N. 52°05'30"W.
154.29 feet along the Northerly right-of-way of S.C.L. Railroad; (2) thence N. 4°58'W.
290.45 feet, along Easterly right-of-way of paved county road; (3) thence N. 17°30'E.
487.24 feet to a point in Lake Deaton; (4) thence South 90.65 feet along the East line
of said SW-1/4 of SE-1/4 to a 6" CM set 10 feet South of Lake Deaton waters edge; (5)
continue South 757.64 feet along the East line of said SW-1/4 of SE-1/4 to the P. O. B.



FILED AND RECORDED
PUBLIC RECORDS OF
SUMTER COUNTY, FL
RECORD VERIFIED
MAR 11 11 24 AM '82
BENSON & SONS
CLERK OF CIRCUIT COURT
BY William

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all
persons whomsoever, except taxes for 1982 and subsequent years.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence: BAKERS PROPERTIES, INC.

June B. Beaumont By: Mary B. Benson (Seal)
Secretary Mary B. Benson, Pres. (Seal)
(Seal)
(Seal)

STATE OF FLORIDA
COUNTY OF SUMTER
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared
MARY B. BENSON, as President and JUNE BEAUMONT, as Secretary of BAKERS PROPERTIES, INC.

to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that
they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of March

1982
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN 14 1986
BONDED THRU GENERAL INS. UNDERWRITERS
State of Florida
Notary Public
Quibrah S. Baker



Lake Deaton Park Parcel 3 of 3

REC- 534 656

THIS INSTRUMENT PREPARED BY AND RETURN TO:
RANDALL N. THORNTON
Attorney at Law
P.O. Box 58
Lake Panasoffee, Florida 33538
94-4042

6.00
1.00 TF
327.60 POC
333.60

WARRANTY DEED

This Indenture, made this 31st day of October, 1994, between

Mary B. Brown, as Personal Representative of the Estate of Mary B. Benson

whose post office address is 7903 Longmeadow Drive, Frederick, Maryland, 21701-3266, hereinafter called the Grantor, and

Sumter County, Florida, a political subdivision of the State of Florida

whose post office address is 209 N. Florida Street, Bushnell, Florida 33513, hereinafter called the grantee.

WITNESSETH: That said grantor, for and in consideration of the sum of \$46725.00 and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Sumter County, Florida, to wit:

Property Folio No. : G15-045

Commence at the Southeast corner of the SW 1/4 of the SE 1/4 of Section 15, Township 19 South, Range 23 East, Sumter County, Florida, thence North 434.76 feet; thence North 56°26'30" W 249.72 feet for a Point of Beginning. 1) Continue N 56°26'30" W 181.10 feet; along Southerly boundary of County Park; 2) Thence N 33°33'30" E 400 feet to a 6 inch C.M. on Westerly boundary of County Park; 3) Continue N 33°33'30" E 44 feet to the waters edge of Lake Deaton; 4) Thence along said waters edge N 28°23'29" W 324.0 feet; 5) Thence S 38°06'25" W 20 feet to a 4 inch C.M.; 6) continue S 38°06'25" W 745.60 feet, to the Northerly right-of-way line of S.C.L. Railroad; 7) Thence S 51°55'51" E 707.01 feet along said railroad right-of-way; 8) Thence N 4°58' W 284.31 feet; along Westerly right-of-way of County Park Road to the Point of Beginning and close.

Subject to a 50 foot easement and/or right-of-way along the South side of the above described property, which is for the personal use of Baker Properties, Inc. and is non-assignable or transferrable by Baker Properties, Inc.

Subject to restrictions, reservations, easements and limitations of record, if any, provided that this shall not serve to reimpose same, zoning ordinances, and taxes for the current year and subsequent years.

Said grantor does hereby fully warrant the title to said land, and will defend that same against the lawful claims of all persons whomsoever.

"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence.

Sign: Thomas E. Brown

Print: THOMAS E. BROWN

Sign: Linda L. Keefe

Print: LINDA L. KEEFE

STATE OF MARYLAND
COUNTY OF Frederick

The foregoing instrument was acknowledged before me this 31st day of October, 1994, by Mary B. Brown, as Personal Representative of the Estate of Mary B. Benson.

NOTARY PUBLIC:

Mary Jane Shields (sign)
MARY JANE SHIELDS (print)
State of Maryland at Large (Seal)
My Commission Expires: 1-14-95

Personally known or Produced Identification
Type of Identification Produced MA

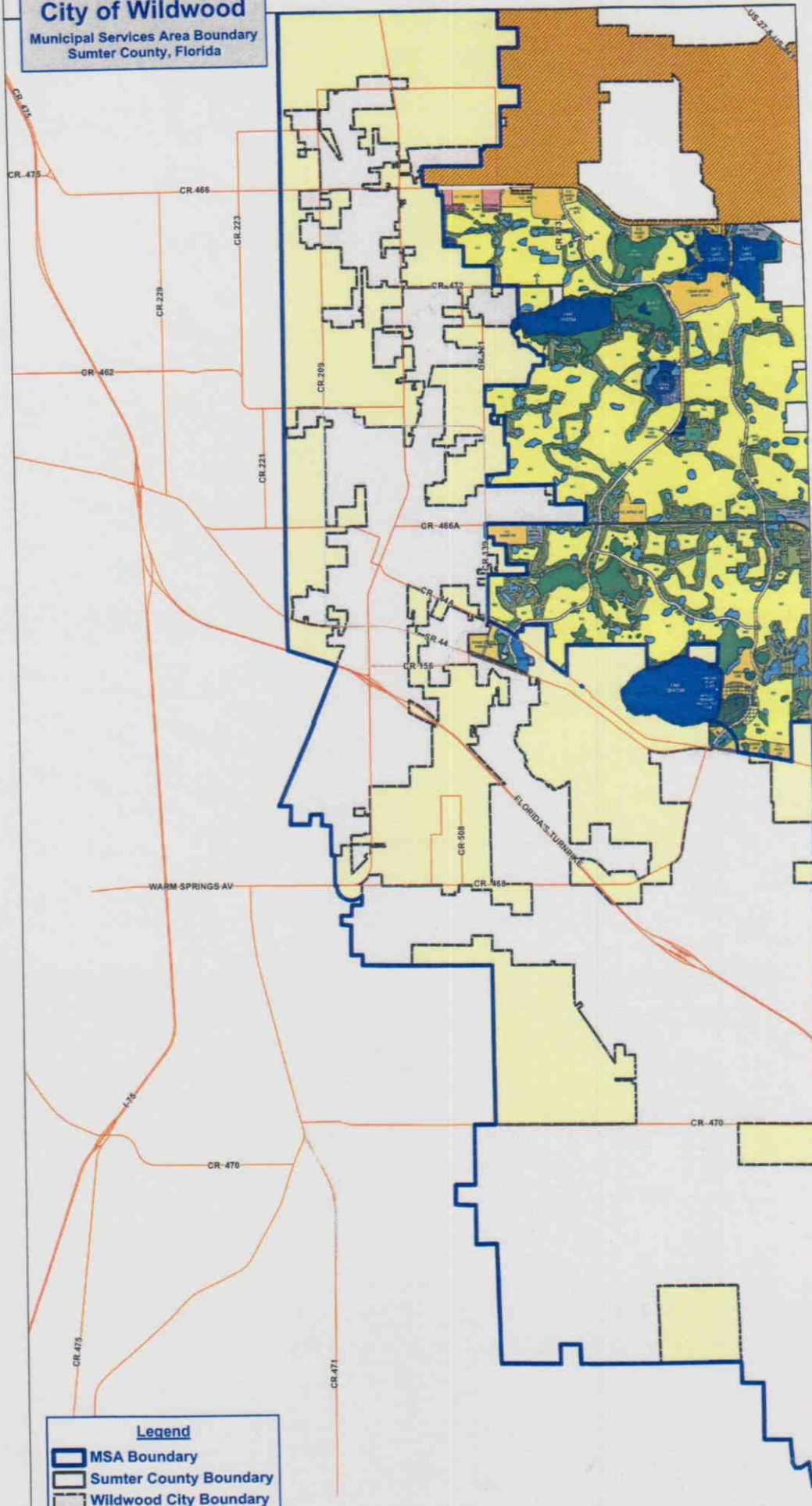
TAX IDENTIFICATION NUMBER INFORMATION
Sumter County Florida
Mary B. Benson
TIN # REDACTED

City of Wildwood

Municipal Services Area Boundary
Sumter County, Florida



1 inch = 3,000 feet



Legend

- MSA Boundary
- Sumter County Boundary
- Wildwood City Boundary
- The Villages

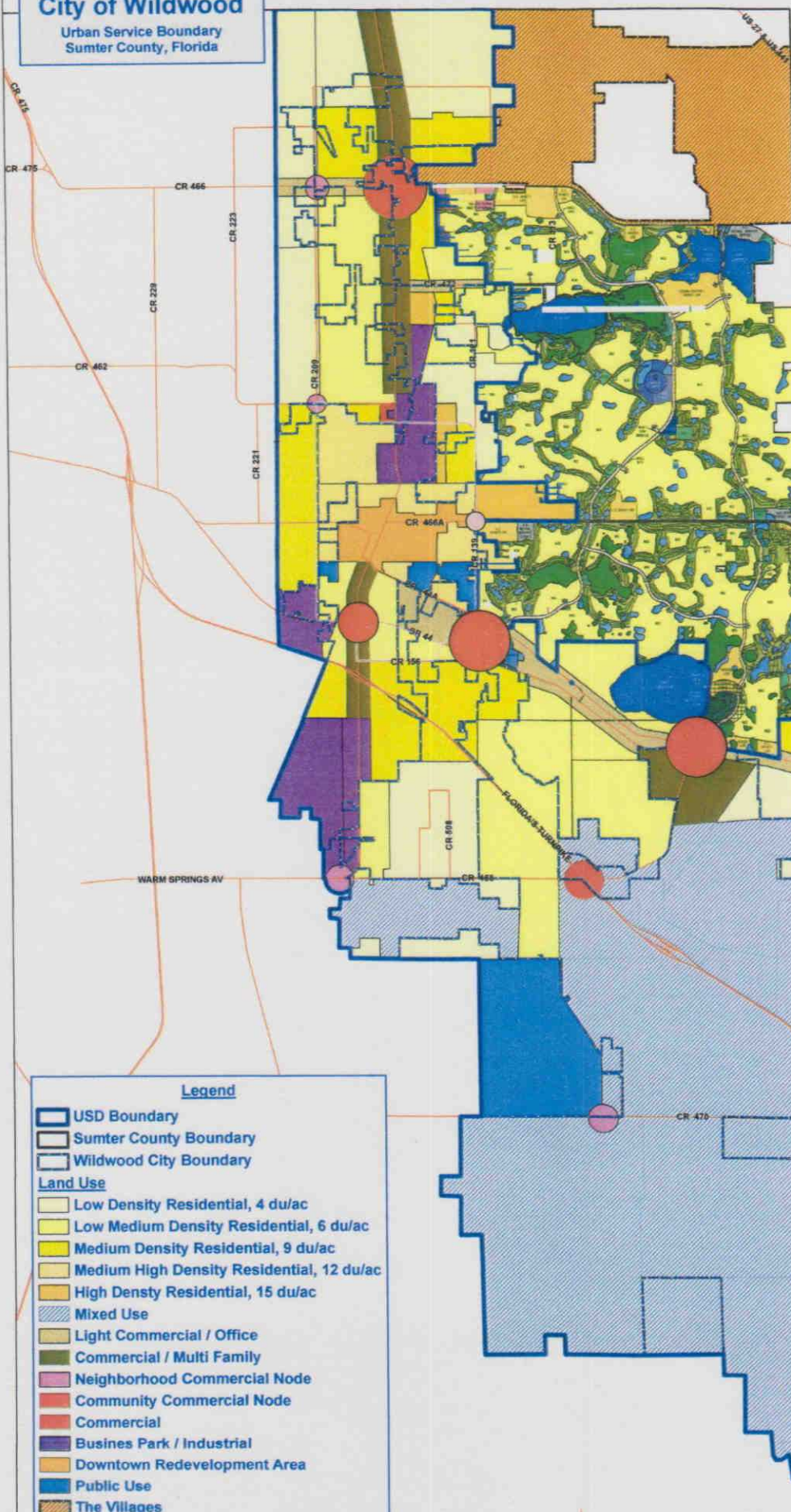
Map 1 – Current Boundaries of the MSA

City of Wildwood

Urban Service Boundary
Sumter County, Florida



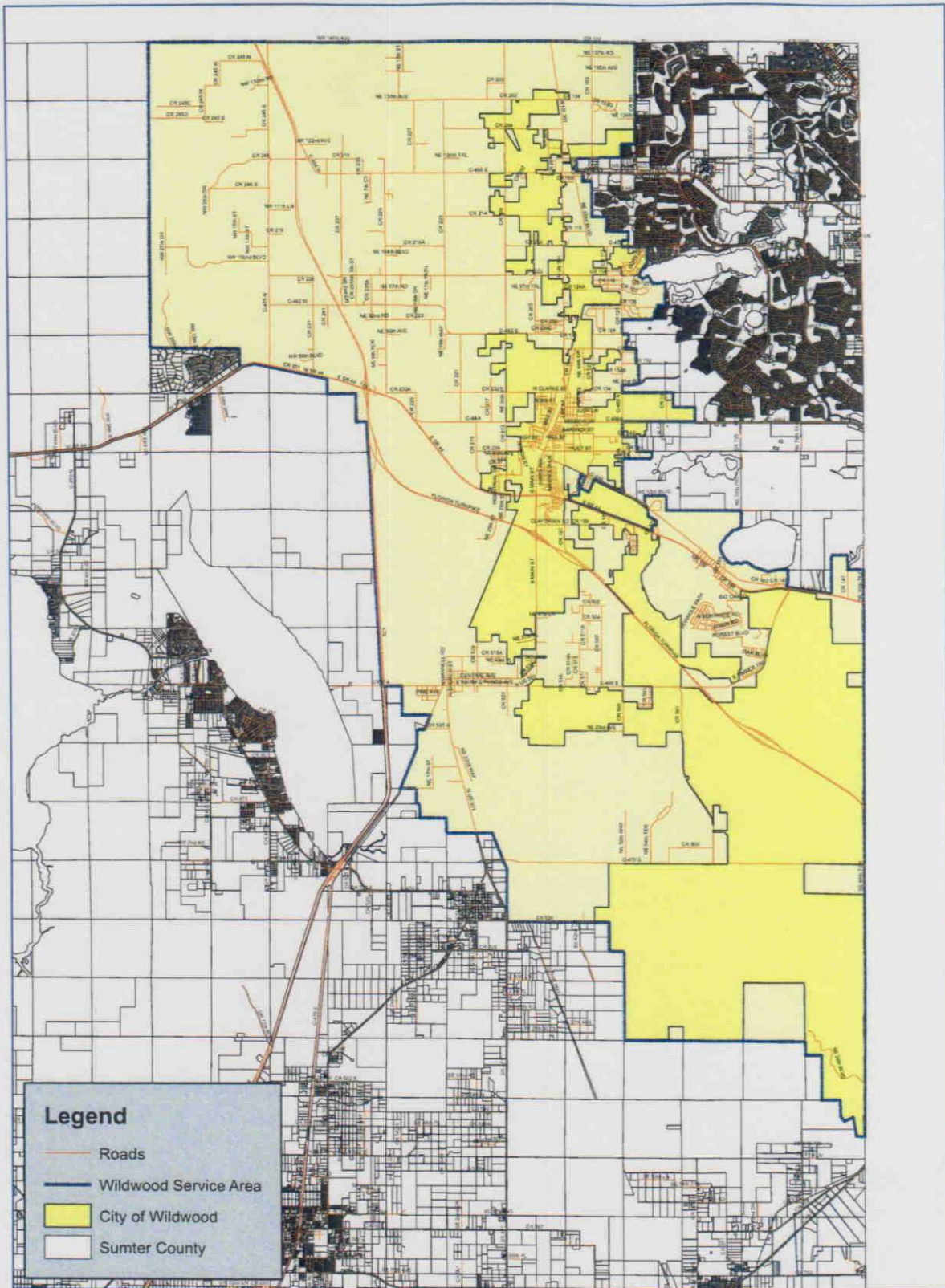
0 1,000 2,000 3,000 4,000 Feet
1 inch = 3,000 feet



Legend

- USD Boundary
- Sumter County Boundary
- Wildwood City Boundary
- Land Use**
- Low Density Residential, 4 du/ac
- Low Medium Density Residential, 6 du/ac
- Medium Density Residential, 9 du/ac
- Medium High Density Residential, 12 du/ac
- High Density Residential, 15 du/ac
- Mixed Use
- Light Commercial / Office
- Commercial / Multi Family
- Neighborhood Commercial Node
- Community Commercial Node
- Commercial
- Business Park / Industrial
- Downtown Redevelopment Area
- Public Use
- The Villages

Map 2 – Current Anticipated Future Land Use in the MSA



1 inch = 4,183 feet

City of Wildwood, Florida
Urban Services Area



Map 3 – City's Urban Services Area

City of Wildcat Creek Draft Transfer Station

1/2

MILES OF ROAD TRANSFER

0.00
0.04
0.08
0.12
0.16
0.20
0.24
0.28
0.32
0.36
0.40
0.44
0.48
0.52
0.56
0.60
0.64
0.68
0.72
0.76
0.80
0.84
0.88
0.92
0.96
1.00
1.04
1.08
1.12
1.16
1.20
1.24
1.28
1.32
1.36
1.40
1.44
1.48
1.52
1.56
1.60
1.64
1.68

N

COUNTY ROAD NUMBER	FROM	TO	ROAD SEGMENT LENGTH (FEET)	PARCEL FRONTAGE WITHIN CITY	ROAD FRONTAGE	TRANSFERS JURISDICTION	MILES OF ROAD TRANSFER
C-444E US 301	CR 136	CR 110	11205	11029	26.4%		1.63
C-444W US 301	CR 213	CR 114A	12056	9754	80.5%	Y	1.14
CR 114 US 301	CR 114A	CR 114B	12812	7241	56.5%	Y	1.21
CR 234A US 301	CR 230	CR 301	1220	3629	29.4%	Y	0.42
CR 136 C-402E	CR 126 CURVE		2035	1286	63.7%	Y	0.28
CR 131 C-402E	E CLARK ST		8180	8180	100.0%	Y	0.77
CR 130 NE 57TH DR			2642	1911	74.8%	Y	0.26
C-444E US 301	STANLEY AVE		3261	1171	36.1%	Y	0.20
CR 142 CR 136	WILLOWDALE AVE		1282	1214	94.8%	Y	0.12
CR 144 HUEY ST	CR 182		2735	2655	98.0%	Y	0.26
CR 159 CR 179	CR 181		7889	4226	53.9%	Y	0.76
CR 119 CR 144	CR 156		1544	1403	90.9%	Y	0.15
CR 181 CR 156	NE 40TH BLVD		12255	6485	52.9%	Y	1.18
CR 202 US 301	CR 209		9659	9170	82.0%	Y	0.84
CR 213 US 301	CR 209		8074	4974	61.6%	Y	0.58
CR 209 CR 212	C-402E		10608	5610	52.8%	Y	1.00
CR 209 CR 214	C-406E		7899	4690	59.3%	Y	0.75
CR 209 C-406E	CR 209		7680	5328	69.7%	Y	0.70
CR 213 CR 209	CR 209		7407	4967	67.1%	Y	0.68
CR 214 US 301	CR 209		10630	7548	71.2%	Y	1.00
CR 232 US 301	CR 209		13404	10005	85.7%	Y	1.27
CR 605 C-406E	CR 209		8627	5688	65.9%	Y	0.86
TOTALS			110774	116701			16.18
C-402E US 301	C-406A		20392	9074	36.8%	N	
C-402W US 301	CR 221		16625	10747	20.1%	N	
CR 472 CR 209	MCNA BROS DR		8217	8126	98.9%	N	
CR 151 C-406E	NE 129TH LOOP		8304	1320	15.8%	N	
CR 103 C-406E	CR 104		13179	2628	19.8%	N	
CR 104 US 301	CR 103		2873	273	29.3%	N	
CR 109 C-406E	CR 105		3607	2570	30.0%	N	
CR 106 US 301	CR 106 (N LEG)		1337	272	20.3%	N	
CR 110 US 301	NE 42ND BLVD		4086	228	5.5%	N	
CR 117 C-472	CR 114		1446	1851	12.8%	N	
CR 121 CR 114	CR 126		5346	1064	19.8%	N	
CR 124 US 301	END		2788	575	20.6%	N	
CR 127 C-402E	CR 134		7919	2628	33.1%	N	
CR 134 C-402E	CR 127		5352	640	11.9%	N	
CR 136 WALDEN ST	END		839	150	17.8%	N	
CR 136 C-406A	C-44A		12738	5899	46.2%	N	
CR 177 C-44A	END		2425	1136	46.9%	N	
CR 201 US 301	C-406E		5999	471	11.8%	N	
CR 204 US 301	CR 209		10576	4788	45.1%	N	
CR 204 CR 209	CR 213		10090	1012	28.1%	N	
CR 209 C-402E	CR 222		8303	0	0.0%	N	
CR 209 CR 212	CR 214		10500	3052	9.5%	N	
CR 209 CR 204	CR 232		5286	2664	50.3%	N	
CR 213 C-44A	CR 238		1284	888	69.7%	N	
CR 214 CR 209	NE 27TH ST		2134	544	25.4%	N	
CR 216 US 301	CR 209		10626	2911	26.9%	N	
CR 219 CR 216	CR 238		7129	1402	19.5%	N	
CR 222 US 301	CR 209		10812	3552	30.6%	N	
CR 238 CR 213	CR 242		2108	1047	49.7%	N	
CR 242 CR 213	END		2247	304	13.4%	N	
CR 501 C-471E	C-409E		33463	17448	52.1%	N	
CR 919 COLEMAN CITY LIMITS	END		3483	1693	48.6%	N	
CR 921 US 301	COLEMAN CITY LIMITS		8361	2097	32.9%	N	

0 3,700 7,400 14,800 22,200 29,600 Feet

WILDWOOD ROADS
 — ROADS WITHIN CITY LIMITS
 — TRANSFER JURISDICTION

Map 4 – Major Intersecting Roads, Regionally Significant and

**Staff Review and Report
Large Scale Comprehensive Plan Amendment
2009**

CASE NUMBER: CP-A2009-0003

DATE: July 27, 2009

APPLICANT: Sumter County

REQUESTED ACTION

To transmit to the Florida Department of Community Affairs a Proposed Amendment to the Intergovernmental Coordination Element of the Comprehensive Plan and to add a new Policy Regarding the Interlocal Service Boundary/Joint Planning Agreement adopted by the City of Wildwood and Sumter County in April 2009.

GENERAL DESCRIPTION AND BACKGROUND

On August 13, 2007, the City of Wildwood adopted an initiating resolution for the negotiation of an Interlocal Service Boundary/Joint Planning Agreement (ISBA/JPA) with the County, pursuant to Chapter 171 Part II Florida Statutes. On October 9, 2007, the County adopted the responding resolution for the negotiation of an ISBA/JPA with the City.

Over an 18 month period, the County and City worked diligently to prepare the ISBA/JPA. On April 13, 2009, the City of Wildwood City Commission adopted the ISBA/JPA (Ordinance 2009-10), and on April 14, 2009, Sumter County Board of County Commissioners adopted the ISBA/JPA (Ordinance 2009-07).

The ISBA/JPA establishes a system of coordinated and consolidated public services and establishes a framework for the future growth of the city and the county.

The following provides a brief summary of the components of the agreement:

Master Agreement - The Master Agreement sets out the general provisions for the execution of the various sub-agreements for specific public services. A few of the critical components of the Master Agreement are: monthly joint meetings between the County Administrator and officials of the cities, 20-year period for the agreement, dispute resolution process, limitation on future charter county provisions, mechanism for amendment of agreement during the term, and general recognition of the benefits in the coordination and consolidation of public services through the implementation of the agreement.

Planning- The Planning sub-agreement establishes a Municipal Service Area (MSA)/Joint Planning Area (JPA) that designates the anticipated future boundary of the City of Wildwood. In addition, a unified land use pattern is recognized within this MSA/JPA area, and the City may annex properties not contiguous with the city limits. It is important to note that the land uses and

ability to annex non-contiguous property does not become effective until such time as the City resolves its current outstanding Comprehensive Plan compliance issues with the Florida Department of Community Affairs. Then both the City and County must adopt amendments to each respective Comprehensive Plan implementing the MSA/JPA. Finally, a coordinated planning review system for rezonings, land use changes, other land use public hearing, and review of development projects is established within the MSA/JPA.

Water & Sewer - The Water & Sewer sub-agreement establishes that the County will not become a water or sewer provider unless needed to address failing private systems or areas with environmental limitations that are not planned to be served by a city. The sub-agreement establishes an Utility Service Area, consistent with Chapter 180, Florida Statutes. For development requiring connection to central water or sewer services, the sub-agreement provides for the County requiring, if available, development projects to connect to City services. If a City can not provide the services, then the developer can construct a private system to City specifications and turn over the system to the City at a future date. Also, the City is required to install fire hydrants no further than 1,200 feet apart on newly constructed water lines of six (6) inches or more in diameter. The County is only responsible for fire flow tests and minor fire hydrant maintenance, as defined in the sub-agreement. The City is responsible for all other maintenance of fire hydrants.

Roads - The Roads sub-agreement provides for the transition of County jurisdiction roads to City jurisdiction based on the following condition: 51% of the frontage of parcels on both sides of a road segment are within or annexed within the City, with the exception of Regionally Significant Roads and Emerging Regionally Significant Roads defined by the Lake-Sumter MPO. These Regionally Significant Roads shall remain in the County's jurisdiction. Emerging Regionally Significant Roads shall remain under the jurisdiction of the County for three (3) years after the road segment meets the 51% condition. If after the three (3) year period the road is not designated as a Regionally Significant Road, then the road will transfer jurisdiction to the City. The transfer of road jurisdiction, based on the current City limits, will occur on October 1, 2009. Approximately, 16 miles of roads will be transferred from County to City jurisdiction on October 1, 2009. The County and City agree to work with the Lake-Sumter MPO in the development of a 2035 Long Range Transportation Plan and multi-modal transportation master plan and maintaining a unified concurrency management system. The City and County will coordinate in the development of Proportionate Share and other agreements to mitigate transportation impacts of new development. The sub-agreement provides for the ability to implement Municipal Services Benefit or Taxing Units (MSBU or MSTU) for transportation funding and terminates the road impact fee agreement between the City and County dated December 13, 2005, and provides for the collection of 100% of the County's road impact fee within all areas of the City. The City may adopt its own road

impact fee that does not duplicate the County's road impact fee. The use of a maintenance agreement between the City and County is recognized to provide the opportunity for the City to increase maintenance beyond base County maintenance (i.e. landscaping, drainage, etc.). The County agrees that if the Lake-Sumter MPO increases the County's representation on the MPO's governing board, then the County will request the additional representative be a rotating city representative.

Building Services - The Building Services sub-agreement maintains two separate independent building departments. However, the City is investigating the possible privatization of building services, including consolidation with the County.

Parks and Recreation - The Parks and Recreation sub-agreement provides that the County will abstain from active park development (i.e. ball fields, soccer fields, etc.) and focus on large passive regional parks (40 acres or larger with passive recreation opportunities). The County will transfer ownership of Oxford Park, Oxford Community Center, and Lake Deaton Park to the City on October 1, 2009. The City maintains the ability to charge differential fees for unincorporated County residents and has the ability, in coordination with the County, to implement Municipal Service or Taxing Benefit Units (MSBU or MSTU) for parks. Also, the City will provide an opportunity for County park staff to become City employees, at the sole discretion of the City.

Fire Services - The Fires Services sub-agreement simply maintains the existing unified fire prevention and suppression service. Also, it provides for the County to be the sole provider of fire building plan review and inspections.

Libraries - The Libraries sub-agreement consolidates the City's library with the County's library system. The date for the consolidation is October 1, 2009. Once the County's new library is constructed at CR 139, the existing City library will be closed and relocated to the new County library. The County agrees to hire the City's Library Director, at their rate of pay on September 30, 2009, as part of the consolidation. The sub-agreement also provides an opportunity for the County to hire City library staff, at the County's sole discretion. The City will cease collection of library impact fees on September 30, 2009, at 11:59 p.m. and will transfer any balances in the City's library impact fee fund to the County for use in the development of the new County library or other future library construction or enhancements in the City.

Workforce Housing - The Workforce Housing sub-agreement maintains the County as the unified point of service for workforce housing. The sub-agreement also provides for the development of a unified strategy to promote workforce housing.

Solid Waste - The Solid Waste sub-agreement maintains the County as a point of collection and disposal. However, the City maintains the ability to utilize

other points of collection and disposal services if it is more cost effective for the City.

Stormwater Management - The Stormwater Management sub-agreement provides that the City and County are each responsible for their own compliance with National Pollution Discharge Elimination System (NPDES) requirements. Also, it provides for the joint participation of the City with the County in basin studies, impacting the City, with the Southwest Florida Water Management District.

Geographic Information Systems - The Geographic Information Systems (GIS) sub-agreement maintains a separate City and County GIS. However, it provides for monthly updates of GIS data between the City and County. Also, the County will be responsible for all 911 addressing within the City.

Law Enforcement - The Law Enforcement sub-agreement simply maintains the mutual aid agreement between the City and the Sheriff's Office.

Mosquito Control - The Mosquito Control sub-agreement provides for the County to provide mosquito control services within the City.

Animal Control - The Animal Control sub-agreement provides for the County to provide animal control services within the City.

A requirement of Chapter 171, Part II, Florida Statutes, for the ISBA/JPA is that a policy be added to the Intergovernmental Coordination Element of each respective jurisdiction's Comprehensive Plan recognizing the adoption of the agreement. Pursuant to this requirement, the following policy is proposed to be added to the Intergovernmental Coordination Element of the Sumter County Comprehensive Plan:

Policy 5.1.1.5 The County shall coordinate with the City of Wildwood regarding planning, water and sewer, roads, parks and recreation, fire services, library services, workforce housing, solid waste, stormwater, geographic information systems, law enforcement, mosquito control, and animal control pursuant to an Interlocal Service Boundary and Joint Planning Agreement adopted by the City of Wildwood on April 13, 2009, Ordinance 2009-10, and by the County on April 14, 2009, Ordinance 2009-07.

INTERNAL CONSISTENCY

This proposed amendment furthers the existing goals, objectives, and policies of the Sumter County Comprehensive Plan by providing a mechanism to implement and maintain true intergovernmental coordination for the provision of public services and establishment of land use and development patterns.

PROPOSED AMENDMENT TO THE CAPITAL IMPROVEMENTS PLAN

None

CONCLUSIONS AND RECOMMENDATIONS

Staff recommends that the proposed policy be transmitted to the Florida Department of Community Affairs for its *Objection, Recommendation and Comment Report*.